Mariposa County

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MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
APRIL 9, 2024

A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

D. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey read the consent notice and noted CA. 18 was continued to May 7th, 2024. He also read off each item that required a 4/5th vote. He also noted that the consent agenda contained six proclamations which occurred every year.

Public comment was received by Mike Brusa/Bear Valley where he noted the consent agenda was lengthy. He then commented on the continuance of CA. 1 and noted it was inappropriate. He further discussed American Revolution history.

Steve Ward/Cal-Fire/Mariposa County Fire Division Chief commented on CA. 6 recognizing the volunteer

firemen. He noted they sacrifice a lot to be there for community members on their worst days. He then noted there are 59 volunteers, 44 of which are medical responders. He thanked them for their service to the community.

Heather Livingston/Friday Night Live/Mariposa Safe Families introduced Issac Camerlinga as a new mentor, noting he is a great asset to the team. She then played a video for Friday Night Live Month.

Megan Atkinson/Mariposa Safe Families commented on CA. 8, thanking the Board for their support. She noted child abuse and neglect affect children of every race and religion and in every community, including ours. She expressed the need for children to be in a safe and loving environment and noted for to many children, their lives are nightmares. She noted the statistics were staggering. She expressed the need to cultivate an environment of empathy and passion. She then discussed the annual planting of pinwheel gardens in honor of Child Abuse Awareness Month.

Shauna Bender/Health and Human Services commented on CA. 9, noting it is a celebration of young lives. She said that it is up to each adult to ensure that every child experiences an early environment that promotes physical and mental health growth. She then listed the theme for each day of the week, which was themed for fun activities for young children.

Nikki West/First Five also commented on CA. 9, noting they have a program called “hands-on heroes.” She noted the theme is “celebrating early learning.” She noted the winners are Valerie Carey and Mindy Masic for the work they do for the young children of Mariposa County.

Sheila Baker/Behavioral Health, came to the podium with Todd Davidson/Supervisor. Both spoke on CA. 5 and noted a lot of their work in the behavioral health field is to point out the stigma that surrounds substance abuse. She noted denial is a common trait as they believe they are not drinking “a lot”. Mr. Davidson noted that the community can gain understanding as well as it being a good time to talk to teens about the dangers; they noted that alcohol takes a toll on people and their families, and if anyone is seeking professional help, to reach out to 209-966-2000.

The Friday Night Live Group spoke on CA. 5. Each teen took a turn on the speech.

Kaitlyn Wagoner/Program Specialist Mountain Crisis, commented on CA. 4, noting “Denim Day” would be on April 24th. She noted this is a big month for their agency and thanked the Board for bringing this item forward.

Dallin Kimble, County Administrative Officer, asked that the Board withdraw the budget action for CA.3 so it can be investigated further.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action for Human Resources to Cover Additional Expenses Associated with Negotiations and Investigations ($20,000) (4/5's Vote Required)

CA4. **Board of Supervisors**

Proclaim the Month of April 2024, as “Sexual Assault Awareness Month” and April 24th, 2024, as “Denim Day" (Board Chair)

CA5. **Board of Supervisors**

Proclaim the Month of April 2024, as "Alcohol Awareness Month" (Board Chair)

CA6. **Board of Supervisors**

Proclaim the Week of April 21st Through April 27th, 2024 as "Volunteer Week" (Board Chair)

CA7. **Board of Supervisors**

Proclaim the Month of April 2024, as "Friday Night Live Month" (Board Chair)

CA8. **Board of Supervisors**

Proclaim the Month of April 2024, as "Child Abuse Prevention Month" (Board Chair)

CA9. **Board of Supervisors**

Proclaim the Week of April 6th Through April 12th, 2024 as "Week of the Young Child" (Board Chair)

CA10. **Board of Supervisors**

Adopt a Resolution of Recognition and Congratulations to Ruth Sellers for Celebrating Her 100th Birthday on November 30th, 2023 (Supervisor Toso)

CA11. **Board of Supervisors**

Approve a Letter of Support for Assembly Bill (AB) 2859; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. **Clerk of the Board**

Appoint Samuel Cerveny to the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for Solid Waste as the Public Works Director Representative at the Request of the Public Works Director

CA13. **Clerk of the Board**

Approve Service Agreement with Mountain Top Media for Technical Support on the Sound System; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Clerk of the Board**

Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Member

CA15. **District Attorney**

Approve Budget Action Adjusting Appropriations Within Victim Witness Assistance Budget for Fiscal Year 2023-2024,Balancing Unanticipated Revenue ($71,373) (4/5ths Vote Required)

CA16. **Fire**

Approve First Amendment to the Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Fire**

Approve payment of invoice(s) from Peraton for Interface Installation and Scope of Work to be Done to the CALFIRE Emergency Command Center (ECC) Computer Assistance Dispatch (CAD) System; and Authorize the Auditor to Submit Payment

CA19. **Health and Human Services Agency**

Ratify the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2023-2024 in the Amount of $134,947; Authorize the Board of Supervisors Chair to Sign the Certification Statements; and Ratify the Health and Human Services Director to Sign the California Children's Services (CCS) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA20. **Health and Human Services Agency**

Ratify the Signatures of the Health and Human Services Director and MCAH Director for the Acceptance of the Maternal, Child and Adolescent Health (MCAH) Funding Application Agreement Number 202322 in the Amount of $95,653.89 for Fiscal Year 2023-2024; and Authorize the Health and Human Services Director to Sign the Maternal Child Adolescent Health (MCAH) Agreement Funding Application (AFA) for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA21. **Health and Human Services Agency**

Ratify the Approval of Acceptance of the CASPHI (California Strengthening Public Health Infrastructure) Grant Funds; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Public Health Branch Budget to Recognize the Grant Funding Full Award Amount (Five Years ($583,092) (4/5ths Vote Required)

CA22. **Health and Human Services Agency**

Remove Mark Pina from the In Home Supportive Services (IHSS) Advisory Committee

CA23. **Health and Human Services Agency**

Approve the Mariposa County Health and Human Services Agency's California Work Opportunity and Responsibility to Kids (CalWORKS) System Improvement Plan; and Authorize the Board of Supervisors Chair to Sign the Improvement Plan

CA24. **Health and Human Services Agency**

Approve Second Amendment with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $95,000 for a New Amount Not to Exceed $215,000 for the Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by $50,000 for a New Amount Not to Exceed $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Amendments to the Mariposa County Emergency Medical Care Committee (EMCC) Bylaws

CA27. **Health and Human Services Agency**

Accept the Resignation and Recognize the Service of Steve Ward and Karen Wilson to the Mariposa County Emergency Medical Care Committee (EMCC); and Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance, Dr. Eric Sergienko as Representative for the Mariposa County Health Officer, Amy Clubb as the Primary Representative for the Health Department, Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic, Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic, Jonathan Knauf as the Primary Representative for Mercy Ambulance Service, Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service, Steve Mullen as the Primary Representative for California Highway Patrol, Dawn Hoff as Alternate Representatives for California Highway Patrol, and Jonathan Beery as Alternate Representative for County Fire Department to the (EMCC) with Terms Expiring on April 9, 2028

CA28. **Health and Human Services Agency**

Approve the First Amendment with Alliance for Community Transformations for Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA29. **Health and Human Services Agency**

Approve First Amendment to the California Department of Health Care Services (CA DHCS) Agreement for Updated Scope of Work Budget Detail with no Monetary Cap Payment Provisions and Additional Provisions; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA30. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) G22-EIDG-14 Emissions Inventory Database Grant ($8,583) (4/5ths Vote Required)

CA31. **Health and Human Services Agency**

Approve Fifth Amendment with Qualifacts Systems, LLC for Purchase of Revenue Cycle Management, RCM Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA32. **Planning**

Accept Resignation and Recognize the Service of Paul Koubek and Gary Wuchner; Re-Appoint Roger Soulanille and Gale Banks on the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2026

CA33. **Planning**

Accept Resignation and Recognize the Service of Art Baggett on the Merced River Trail Community Working Group

CA34. **Planning**

Re-Appoint Caroline McGrath, Candy O'Donel-Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee with Terms Expiring February 28, 2026

CA35. **Planning**

Accept Resignation and Recognize the Service of Nancy Cordero on the Code Compliance Advisory Committee

CA36. **Planning**

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2026

CA37. **Planning**

Approve Updated By-Laws of the Wawona Town Planning Advisory Committee (WTPAC)

CA38. **Planning**

Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA39. **Planning**

Re-Appoint Heath Harris to the Housing Program Advisory Committee with a Term Expiring February 28, 2027

CA40. **Planning**

Re-Appoint Greg Baxter, Margaret Rolfe, Jeff Cerioni and James Christian to the Fish Camp Town Planning Advisory Council with Terms Expiring February 28, 2026

CA41. **Public Works**

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am

CA42. **Public Works**

Decline the Option to Purchase Hanger #42 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

CA43. **Public Works**

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement

CA44. **Treasurer/Tax Collector/County Clerk**

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, March 5, 2024

E. Items removed from Consent Agenda

CA. 18 was Withdrawn and Rescheduled for May 7th, 2024, at 9:00 AM or soon thereafter by the Department.

CA. 3 was Withdrawn by the County Administrative Officer for further investigation.

CA18. **Health and Human Services Agency**

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN and RESCHEDULED for MAY 7th, 2024, at 9 AM or soon thereafter.

CA3. **Administration**

Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses ($15,000) (4/5's Vote Required)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen/Public Works Director gave a few project updates. She noted that the following week, Cals Trans would be coming to the Board with an update on their projects. She also highlighted the Parks and Recreation Division.

Joe Lynch/Health and Human Services Director, noted that on April 1st, 2024, the residents at the Frank Wilson encampment were given 30 days to leave. He further noted on May 1st, 2024, the camp will be closed permanently and restored to its previous condition. He noted there were roughly ten individuals at the

encampment. Mr. Lynch switched gears and noted the Board would see a lot of ratification items from his agency. He noted there is generally a short time frame to accept funds, which is the reason for the ratification. Per Supervisor Forsythe's request, Mr. Lynch gave an overview of the history of the encampment.

Keri Kisela/Chamber of Commerce announced events that would be taking place over the upcoming weeks.

Jermey Briese/Sheriff noted for the month of March, there were 1,858 calls for service and 80 jail bookings. He highlighted the Sheriff's Foundation for its partnership with the Easter event. He also announced that Deputy Griz was introduced at the Easter event. He noted there are currently two missing individuals, Crystal Blackburn and Barbara Barnette; he noted the cases were not related. He told the listening public that if they knew anything, to contact the Sheriff's Office. He noted the Sheriff's Office would be opposing Senate Bill 1160 which would require every firearm to be annually registered. He also noted they would be opposing Senate Bill 1253. His last update was on a missing individual out of Merced, the individual was last seen on Cotton Creek Road, after leaving the Hornitos Enchilada Feed. He noted this is a recovery operation as they needed to bring in wreckers to get the vehicle out. He noted he felt this individual could have been located easier with proper air support. He noted he would be continuing his quest to get a helicopter for his operations.

Tony McDaniel/Director of the Communications Tourism Bureau, noted roughly a year ago that they launched a new website. He noted since the launch, they have won six awards on a national level. He noted they also won Best New Website by Word Press Engine. He noted they are doing great work for the community.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Ann Pine/UC Master Gardeners noted the annual plant sale will take place on April 27th at 8:00 AM. She noted they have a lot of new items as well as a lot of used garden tools. She further noted there are over 700 tomato plants.

Mike Brusa noted he is a freedom advocate. He discussed how he felt the general government was oppressive. He discussed his disdain for the Hotel Feasibility study as well as the Short Term Rental study.

Jacob Faulder/Senator Alvarado-Gil Feld Staff noted he would be holding office hours in the library community room. He noted he also brought a legislative update on Senate Bill 945, Senate Bill 1088, and Senate Bill 1251.

? McReady/Resident wanted to address the Board as to what was being done with the School House on Darrah and Triangle. He asked if the Board could lease it to the 4-H children. He also noted there is a lot of graffiti on Snow Creek bridge.

Recess Board of Supervisors

10:20 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:21 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Allocation Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Adjourn LTC

10:24 AM Chair Forsythe adjourned the Local Transportation Commission.

Reconvene as Board of Supervisors

10:23 AM Chair Menetrey reconvened the Board of Supervisors meeting and then recessed for a five-minute break and reconvened at 10:28 AM.

I. Regular Agenda Items

1. **Sheriff's Office**

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2024

Chair Menetrey opened the public hearing. Sheriff Briese gave the staff report.

Public comment was received by Mike Brusa noted he did not agree on militarizing the police, but he believed the Sheriff should be given the tools he needs to do his job.

Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

10:51 AM Chair Menetrey closed the public hearing.

2. **Planning**

PUBLIC HEARING: Approve the Closeout of the Safety and Freedom Enhancement (SAFE) Business Relief Program Grant with Agreement #20-CDBG-PI-12004; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Chair Menetrey opened the public hearing. Will Fassett/Community Design Planner gave the staff report.

Public comment was received by Mike Brusa, who noted this contributes to the trillion dollars spent a day, which is a situation that will not end well. He then discussed his disdain.

Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

10:56 AM Chair Menetrey closed the public hearing.

3. **Planning**

Authorize the Ongoing Destruction of the Planning Department's Application and Research Files (Referred to as Parcel Information Files) and Code Compliance Files that are More than Two Years Old, and that are Deemed Closed, and Scanned and Stored Digitally

Steve Engfer/Planning Director, gave the staff report.

Public comment was received by Lorraine Freeman, who noted she believed this to be questionable activity. She noted she felt they would be destroying evidence against them and that there may be a pattern of dishonesty. She believed everything should be kept.

Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

4. **Public Works**

Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation

Sam Cerveny/Deputy Director of Public Works gave a PowerPoint presentation.

Public comment received by Jeanne-Ann Pine noted that she felt this would cause more waste to be dropped on her road as people would not want to pay. She noted that she felt the cost should come from the general fund and not from increasing the fees.

Mike Brusa noted as someone who would have to pay, he is not unhappy with the service. He noted he is also not unhappy with the cost as he can see what he is paying for. He noted the board has decisions to make and previous decisions were made based on a march of folly that they now need to correct.

Michael Day/Resident of North County, noted that 13 years ago, a 60% increase was approved for the transfer stations in Don Pedro, Hornitos, Coulterville, and Fish Camp, and he was concerned that this was 80% over what they already paid.

Mr. Cerveny noted this increase is not for the transfer stations but for the landfill only.

Board discussion ensued.

DIRECTION: Staff is to come back to the Board to approve an item with a 50% increase the first year, 60% the second year, and 80% the third year and the increases will include CPI and after the third year fees will be approved by CPI yearly.

RESULT: DIRECTION GIVEN

5. **Administration**

TABLED from March 19th, 2024 to April 9th, 2024 at 9am or Soon Thereafter

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

Dallin Kimble gave the staff report and noted that the State of California has noted that they are going to build the middle mile by the end of 2026. Mr. Kimble noted they received funds through Rural County Representatives of California (RCRC) to create a plan on how to build connections to individuals or houses. He noted that as part of the design, the county needs to identify "hut" locations.

Public comment was received by Jonathan Noel who asked if the locations have already been identified noting they shouldn't be in large, populated areas.

Michael/Sierra Tele (STI) Representative, who was the operations manager, noted they have invested $40 million into the middle and last mile projects. He noted the "hut" location sites indicated in the document are already project locations for Sierra Tele. He noted he felt it would be a misuse of funds to use tax funds to design a network that has already been designed.

Marilyn Saunders/Resident noted she has fiber to her door from STI. She noted she felt it was a duplication of infrastructure and there is a dire need for infrastructure in other locations in the county.

Board discussion ensued. It was noted that this item was just to approve the locations, this is for potential use and does encumber the county. Supervisor Smallcombe noted she was not in favor of committing public land for possibly using public land for this purpose.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

6. **Administration**

Approve the Modification of the Public Health Officer Position in the Health and Human Services Agency, Effectively Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

7. **Administration**

Approve the Use of the International Code Council's (ICC) Building Valuation Data Sheet for the Square Foot Construction Cost to be Updated Once a Year with the August Release

Dallin Kimble gave the staff report. No public comment. Rachelle Ziegenfuss/Planner gave an explanation to a question raised by Supervisor Poe.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

8. **Board of Supervisors**

Appoint Corrina Miranda as the Acting Building Director at an Annual Salary of $142,257.74, Effective Immediately

Chair Menetrey gave the staff report. He made mention of a Job Classification Plan, he then read a quote from the plan and noted the amendments below that will need to be made.

Amendment 1 - Salary is to be set at $128,031.97
Amendment 2 - Appointment effective today; salary becomes effective May 10th.

Public comment was received by Steve Engfer/Planning Director, who thanked the Board for bringing this forward and looked forward to working with Corrina in this capacity.

Chair Menetrey noted all the qualifications and notifications Ms. Miranda has.

Item was adopted as amended with the above amendments.

12:52 PM the Board returned to this item after I.9, noting discrepancies to the salary effective date. County Counsel advised that the item could be rescinded and reconsidered since the meeting had not yet been adjourned.

Item was taken up for reconsideration.

Supervisor Forsythe moved the item and then withdrew his motion for further public comment.

Further public comment was received by Jonathan Noel who noted that 90% of salary after item I.9 sounded like the Board was playing favorites.

Lorraine Freeman/Resident noted Ms. Miranda had written legislation that was attempting to impose excessive fines. She noted she felt Ms. Miranda would be putting the County at risk has she has a history that is negative. Ms. Freeman alleged that Ms. Miranda impersonated a federal census officer to carry out code compliance inspections. She felt the Board needed to reconsider this decision.

Public comment was closed.

AMENDED: Approved to appoint Corrina Miranda as the Acting Building Director with a salary of $128,021.97, Effective immediately.

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

9. **Board of Supervisors**

Appoint Joe Lynch as the Acting County Administrative Officer (CAO) at an Annual Salary of $206,507.69, Effective May 11th, 2024

Chair Menetrey gave the staff report.

Public comment was received by Jonathan Noel, Sheriff Jeremy Briese, and Steve Engfer, support was expressed.

Board kudos were given.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

J. Closed Session

Chair Menetrey noted the Closed session item had been withdrawn and would return on April 16th.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: WITHDRAWN and RESCHEDULED for APRIL 16th, 2024 at 9:00 AM or Soon thereafter

Report Out

None.

K. Board Information

Information received.

L. Adjournment

1:06 PM Chair Menetrey adjourned in memory of Evelyn Wilson, Raymond Westmoreland, Tim Marrison, Steve Kuryla, and Dorthy Maine.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-119

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-120

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action for Human Resources to Cover Additional Expenses Associated with Negotiations and Investigations ($20,000) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action for Human Resources to Cover Additional Expenses Associated with Negotiations and Investigations ($20,000) (4/5's Vote Required).

The Human Resources division continues to incur significant expenses associated with ongoing negotiations and investigations which require additional funding to be added in order to ensure their bills can be paid in FY24. To balance the General Fund, staff recommends reducing general fund contingency by the same amount ($20,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current budget is as approved by Resolution 23-62: PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2023-2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to balance the General Fund another way. The services are required, and the invoices need to be paid, but require a budget adjustment in order to do so.

FINANCIAL IMPACT

The General Fund contingency will be reduced by $20,000 to balance the general fund.

ATTACHMENTS

1. **Human Resources Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	115	60301	General Professional Services		20,000	
1001	100	92001	Contingency designation			20,000
				TOTALS	20,000	20,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR FY24

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses ($15,000) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses ($15,000) (4/5's Vote Required).

Administration recently received an invoice for a criminal investigation conducted by the Grand Jury. Because the investigation expenses are not typically incurred by the Grand Jury, payment requires a budget adjustment.

To balance the General Fund, staff recommends reducing General Fund contingency by the same amount ($15,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current budget was approved with Resolution 23-62: PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2023-2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to balance the General Fund another way. Staff will need direction to understand the will of the Board.

FINANCIAL IMPACT

The General Fund contingency will be reduced by $15,000 to balance the general fund.

ATTACHMENTS

1. **Grand Jury Budget Action**
2. **D-3 Public Comment Michael Day**

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	205	60318	Legal Professional Services		15,000	
1001	100	92001	Contingency designation			15,000
				TOTALS	15,000	15,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR FY24

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

D-3

BOS Comments. Consent Agenda Item #3

Tue 4/9/2024 5:31 AM

To:Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from why this is important

Is this Budget Transfer of $15,000 to account 205 for the Mariposa County Civil Grand Jury or the recently empaneled Criminal Grand Jury?

Thank you,
Michael Day

Coulterville, CA 95311

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Proclaim the Month of April 2024, as “Sexual Assault Awareness Month” and April 24th, 2024, as “Denim Day" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of April 2024, as “Sexual Assault Awareness Month” and April 24th, 2024, as “Denim Day" (Board Chair).

The month of April has been designated Sexual Assault Awareness Month (SAAM) in the United States. The goal of SAAM is to raise public awareness about sexual violence and to educate communities and individuals on how to prevent sexual violence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has historically signed and presented this proclamation in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board would miss an opportunity to advocate and endorse Sexual Assault Awareness in Mariposa County.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Sexual Assult Awareness Month 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

The Mariposa County Board of Supervisors

proclaims

The Month of April 2024

as

"Sexual Assault Awareness Month"

And

April 24th 2024 as "Denim Day"

WHEREAS sexual violence is a devastating and violent crime that affects men, women, seniors, teens, and children of all races, ages, cultures, economic situations, and abilities; and

WHEREAS, on average, there are roughly 434,000 victims of rape and sexual assault each year ranging from ages 12 and older. Only 310 out of every 1,000 sexual assaults are reported to police, showing that 2 out of 3 sexual assaults go unreported; and

WHEREAS, one in nine girls and one in 20 boys under the age 18 experience sexual abuse or assault. Females ages 16-19 years old are four times more likely than the general population to be the victims of rape, attempted, rape and/or sexual assault; and

WHEREAS since January 1st, 2023, Mountain Crisis Services has provided sexual assault services for 21 women, men, and teens who identified their victimization as sexual assault. Providing over 300 service sessions that include peer counseling, legal advocacy, and/or emergency housing; and

WHEREAS Mountain Crisis Services understands that reporting sexual assault can be very challenging for victims due to revictimization, fear of not being believed, and more. With prevention and awareness, we encourage those to come forward and seek support; and

WHEREAS Mountain Crisis Services joins the National Sexual Violence Resource Center campaign **"Building Connected Communities"** to join our community with others around the world in committing to prevent sexual abuse, assault, and harassment; and

WHEREAS the last Wednesday of April is observed around the world as **"Denim Day"**; a single day of awareness created to remember a rape conviction that was overturned on appeal, simply because the victim wore "tight" jeans. This year celebrates 25 years of raising awareness around **"Denim Day"** and sexual assault.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of **April 2024** as **"Sexual Assault Awareness Month"** in Mariposa County and proclaims **April 24th** as **"Denim Day"** in order to support sexual assault prevention awareness efforts throughout the county.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of April 2024, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

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Wayne Forsythe, District IV Supervisor

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Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of April 2024, as "Alcohol Awareness Month" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of April 2024, as "Alcohol Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to bring awareness to this important issue.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Alcohol Awareness Month_April 2024_Proclamation_Mariposa Safe Families**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

The Mariposa County Board of Supervisors
proclaims

The Month of April 2024
as
"Alcohol Awareness Month"

WHEREAS excessive drinking is responsible for more than 4,300 deaths among underage youth each year; and

WHEREAS alcohol is the most commonly used addictive substance in the United States; and

WHEREAS more than 1.6 million young people report driving under the influence of alcohol in the past year; and

WHEREAS young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, drinking by persons under the age of 21 is linked to 189,000 emergency room visits; and

WHEREAS the typical American will see 100,000 beer commercials before he or she turns 18; and

WHEREAS kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

WHEREAS a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

WHEREAS kids who have conversations with their parents and learn about the dangers of alcohol and drug use are 50 percent less likely to use alcohol and drugs than those who do not have such conversations; and

WHEREAS Mariposa Safe Families, Inc. and community partners are dedicated to promoting community awareness regarding the importance of appropriate alcohol use awareness programs, activities, and ceremonies to support efforts that will increase awareness, understanding and action to address underage drinking in Mariposa Count

NOW, THEREFOR BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2024** as Alcohol Awareness Month.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of April 2024, by unanimous vote.

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Rosemarie Smallcombe, District I Supervisor

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Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

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Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Proclaim the Week of April 21st Through April 27th, 2024 as "Volunteer Week" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of April 21st Through April 27th, 2024 as "Volunteer Week" (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

National Volunteer Week was first established in April 1974 by Presidential Proclamation. Each year, National Volunteer Week celebrates millions of Americans dedicated to volunteerism.

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to show appreciation to the volunteers that help keep some of our programs running smoothly.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Volunteer Week Proclamation Certificate 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

The Mariposa County Board of Supervisors

proclaims the

Week of April 21st – 27th, 2024

as

"Volunteer Week"

To acknowledge the impact that the many Volunteers in Mariposa County have on our society. Recognizing the many hours spent tackling our communities challenges and building a stronger Mariposa.

The Board of Supervisors expresses sincere gratitude and appreciation for those community members that are inspired to lend their time, talent, and voice to make a difference in Mariposa County.

Dated: April 9th, 2024

_____

ROSEMARIE SMALLCOMBE, District I Supervisor

_____

SHANNON POE, District II Supervisor

_____

DANETTE TOSO, District III Supervisor

_____

WAYNE FORSYTHE, District IV Supervisor

_____

MILES MENETREY, District V Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of April 2024, as "Friday Night Live Month" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of April 2024, as "Friday Night Live Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to bring awareness to this important issue.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **CA Friday Night Live_April 2024_Proclamation_Mariposa Safe Families**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

The Mariposa County Board of Supervisors
proclaims

The Month of April 2024
as
"Friday Night Live Month"

WHEREAS the California Friday Night Live program was developed in Sacramento in 1984 as the model program for the State of California; and

WHEREAS this program was designed to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engages youth as active leaders and resources in their communities; and

WHEREAS youth in Friday Night Live programs will experience a safe environment that includes physical and emotional safety and will experience opportunities for community engagement that include, communication, and opportunities to contribute to the community; and

WHEREAS participants in Friday Night Live programs will be afforded opportunities for leadership and advocacy that include decision-making, governance, and acting on issues or projects they care about outside the program; and

WHEREAS youth in Friday Night Live programs will also experience opportunities to build caring and meaningful relationships with peers and adults, guidance from caring adult staff, and feeling supported by others in the program; and

WHEREAS youth in Friday Night Live programs will experience opportunities to engage in interesting and relevant skill development activities that will better prepare them for the challenges they may face and to develop healthy personal attitudes and behaviors related to alcohol, tobacco, and other drugs, violence prevention, and academic completion; and

WHEREAS youth in Friday Night Live programs have strength, and courage in their relentless commitment to making their community a better place; and

WHEREAS Mariposa Safe Families, Incorporated, along with other community partners, remain dedicated to Friday Night Live mission and the great work being done through the collaborative; and

WHEREAS, during the month of April 2024, youth at more than 600 chapters will raise awareness in their counties throughout the State of California to reduce underage drinking, underage gambling, and tobacco use by mobilizing their communities with a unified call to action.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2024 as "**Friday Night Live Month**".

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of April 2024, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

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Wayne Forsythe, District IV Supervisor

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Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of April 2024, as "Child Abuse Prevention Month" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of April 2024, as "Child Abuse Prevention Month" (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to bring awareness to this important issue.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Child Abuse Prevention Month_April 2024_Proclamation_Mariposa Safe Families**

The Mariposa County Board of Supervisors
proclaims

The Month of April 2024
as
"Child Abuse Prevention Month"

WHEREAS child abuse and neglect are complex and ongoing serious problem in our society that impact children in Mariposa County; and

WHEREAS every child deserves and is entitled to grow up in a safe, loving, healthy, nurturing environment free of fear, abuse, and neglect; and

WHEREAS it is the responsibility of every adult who comes in contact with a child, to protect that child's inalienable right to a safe, loving, nurturing childhood, a childhood free from verbal, sexual, emotional and physical abuse; and

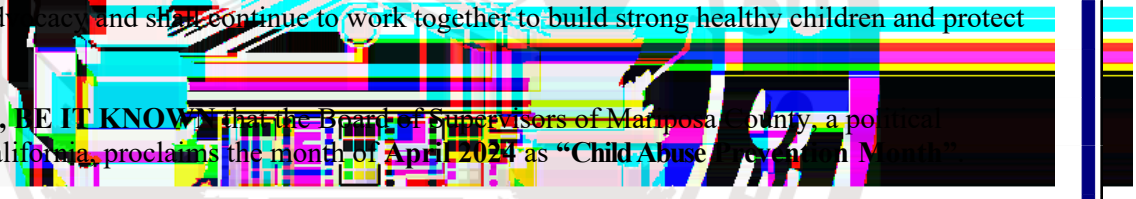
WHEREAS Mariposa County has a plethora of dedicated individuals, agencies and organizations who work daily to counter the problem of child maltreatment and help parents in obtaining the assistance that they need and in 2003 Mariposa Safe Families Incorporated was designated as the Mariposa County Child Abuse Prevention Council; and

WHEREAS our Mariposa County communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe, healthy, nurturing environment; and

WHEREAS effective child abuse prevention programs succeed because of the partnerships among families, social service agencies, schools, faith based and civic organizations, law enforcement agencies and the business community, who work together to prevent child abuse; and

WHEREAS children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS Mariposa Safe Families Incorporated, along with other community partners, remains dedicated to child abuse prevention and advocacy and shall continue to work together to build strong healthy children and protect them from harm and abuse.



NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of **April 2024** as **"Child Abuse Prevention Month"**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of April 2024, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Toso, District II Supervisor

_____
Miles Menetrey, District V Supervisor

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Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Proclaim the Week of April 6th Through April 12th, 2024 as "Week of the Young Child" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of April 6th Through April 12th, 2024 as "Week of the Young Child" (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Hands on Heroes program for Mariposa County looks to acknowledge those individuals in the community who go above and beyond in supporting children in our county in ways that make us appreciate them and want to recognize them during the Week of the Young Child. The 2024 theme for Week of the Young Child is celebrating early learning, young children, their teachers, families and the community.

These individuals work tirelessly and bravely to overcome everyday challenges and are seldom acknowledged for their work. These unsung heroes are directly making a difference in the lives of children 0 to 5 years-of-age.

The Board has approved this and similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board has approved this and similar proclamations in the past.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Week of the Young Child (1) 4-9-24**

The Mariposa County Board of Supervisors
proclaims the

Week of April 6th through the 12th, 2024

as

"Week of The Young Child"

WHEREAS the Mariposa Local Child Care Planning Council, First 5 Mariposa and Infant Child Enrichment Services, in conjunction with the National Association for the Education of Young Children, are celebrating the **"Week of the Young Child"**; and

WHEREAS, these organizations recognize and promote the importance of quality, age appropriate, childcare environments for all children. Environments that create inclusion and provide safety, and develop a love of learning; and

WHEREAS quality early childcare programs are critical in the development of a child's intellect, self-esteem, and overall wellbeing, thus leading to a decrease in the number of children and families at risk; and

WHEREAS the responsibility for children's services is a partnership, shared with families, elected leaders, community groups, educators, preschools, and childcare providers; and

WHEREAS the County of Mariposa stands dedicated to the promotion of quality life experiences for children and families, safety within our schools and community, and positive growth and development of our future leaders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the week of **April 6th through the 12th, 2024**, to be **"Week of the Young Child."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 9th day of April 2024, by unanimous Vote

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II, Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-121

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Danette Toso, District III Supervisor
RE:	Adopt a Resolution of Recognition and Congratulations to Ruth Sellers for Celebrating Her 100th Birthday on November 30th, 2023 (Supervisor Toso)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Recognition and Congratulations to Ruth Sellers for Celebrating Her 100th Birthday on November 30th, 2023 (Supervisor Toso)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar "Resolutions of Recognition" in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a local resident on her 100th Birthday.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Ruth Sellers 100th Birthday**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY RESOLUTION NUMBER 2024-

A RESOLUTION CELEBRATING RUTH LOUISE WANAMAKER SELLERS ON HER 100TH BIRTHDAY

WHEREAS RUTH LOUISE WANAMAKER SELLERS was born November 30th, 1923, in Fox Hill, Virgina to Elmer and Sarah Ana Wanamaker; and

WHEREAS RUTH's father was in the military, and she moved to many military bases before graduating from Balboa High School in the Panama Canal zone; and

WHEREAS RUTH following graduation, set to enter the nursing field, returned to Virginia to visit her grandmother. While there, the attack on Pearl Harbor occurred and she took a data processing position at the Newport News Shipyards; and

WHEREAS RUTH, while working at the shipyard, volunteered her time at the United Service Organization (USO) where she met her husband Earl Sellers, whom she married on April 20th, 1946; and

WHEREAS RUTH is the proud mother of sons Dennis and Steve, and has shared the joy of five grandchildren and three great grandchildren; and

WHEREAS RUTH worked for IBM, then the Southwest Administrators where she retired in 1986; and

WHEREAS RUTH, while camping on the Merced River in 1956, fell in love with Mariposa; and

WHEREAS RUTH enjoys painting, crocheting, sewing, creating jewelry, gardening, engaging in County politics, and making jams and jellies.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County celebrates **RUTH LOUISE WANAMAKER SELLERS** on her 100th Birthday.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 9th day of April 2024, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
SHANNON POE, District II Supervisor

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MILES MENETREY, District V Supervisor

_____
DANETTE TOSO, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-122

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Approve a Letter of Support for Assembly Bill (AB) 2859; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for Assembly Bill (AB) 2859; and Authorize the Board of Supervisors Chair to Sign the Letter

AB2859 addresses the critical need for establishing and protecting communication within effective peer support programs for Emergency Medical Services (EMS) professionals in our state.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves letters of support.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and miss the opportunity to support public health nurses.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 29 - Letter of Support AB2859

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Board of Supervisors

District 1 ... Rosemarie Smallcombe
District 2 ..... Shannon Poe
District 3 ..... Danette Toso
District 4 ..... Wayne Forsythe
District 5 ..... Miles Menetrey

Dallin Kimble
County Administrative Officer

Danielle Bondshu
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

April 9, 2024

The Honorable Assemblymember Mia Bonta
Chair, Assembly Committee on Health
Legislative Office Building
1021 O Street, Room 1100
Sacramento, CA 95814

RE: Assembly Bill 2859 (Patterson) – SUPPORT

Dear Assembly Member Bonta,

On behalf of the Mariposa County Board of Supervisors, I am writing to express our strong support for Assembly Bill 2859, introduced by Assemblymember Jim Patterson. This bill is of significant importance to us as it addresses the critical need for establishing and protecting communication within effective peer support programs for Emergency Medical Services (EMS) professionals in our state.

EMS personnel play a vital role in our communities, often facing challenging and traumatic situations as they provide life-saving care to those in need. The nature of their work exposes them to high levels of stress and emotional strain, which can have serious implications for their mental health and wellbeing. EMS clinicians suffer from suicide rates approximately 50% higher than those of the average population. It is essential that we prioritize the mental health support of our EMS workforce and provide them with the resources they need to cope with the demands of their profession.

AB 2859 proposes the implementation of a peer support program within EMS agencies, where trained peers can offer confidential support, counseling, and resources to their colleagues. This peer-to-peer support model has proven to be highly effective in promoting mental health and resilience among first responders, enabling them to seek help when needed and reducing the stigma associated with mental health issues.

By passing AB 2859, we can demonstrate our commitment to the health and well-being of our EMS professionals and ensure that they receive the support they deserve. We commend Assemblymember Jim Patterson for championing this important legislation and urge all members of the California State Assembly to support its passage.

Thank you for your attention to this critical issue. Should you require any further information or assistance, please reach out to Mariposa County Board of Supervisors Office.

Sincerely,

Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

CC: The Honorable Assemblymember Jim Patterson, Author
The Honorable State Senator Marie Alvarado-Gil, Coauthor
The Honorable Members, Assembly Committee on Health
The Office of Governor Gavin Newsom
Jolie Onodera, Senior Legislative Advocate, California State Association of Counties

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Samuel Cerveny to the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for Solid Waste as the Public Works Director Representative at the Request of the Public Works Director

---

RECOMMENDATION AND JUSTIFICATION

Appoint Samuel Cerveny to the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for Solid Waste as the Public Works Director Representative at the Request of the Public Works Director.

The Public Works Director has requested her deputy, Samuel Cerveny, to be the representative on this committee alongside the solid waste manager and board of supervisors representative.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In January 2024, the Board appointed the Public Works Director and Solid Waste Manager as the Alternates to Supervisor Menetrey on the RCRC ESJPA. Since then, the Public Works Director has requested that her deputy be appointed in her place.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not accept, and the Public Works Director will continue to serve.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **2024 Agencies with Board Member Representation**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGENCIES WITH BOARD MEMBER REPRESENTATION
2024

Area Agency on Aging/PSA 12:
Representative – Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Calaveras-Mariposa Community Action Agency:
Representative - Supervisor Smallcombe; Alternate – Supervisor Menetrey
Representative - Supervisor Forsythe; Alternate - Supervisor Toso

California State Association of Counties (CSAC):
Director - Supervisor Smallcombe;
Alternates – Supervisor Menetrey

California Wildfire & Forest Resilience Task Force
Representative – Supervisor Smallcombe

Central Sierra Broadband Utility Zone Consortium
Representative - Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Central Sierra Economic Development District Committee (CSEDD):
Representative - Supervisor Smallcombe;
Alternate - Supervisor Poe;
Citizen Member –
Alternate Citizen Member – Nina Avina-Rhodes

County Medical Services Program (CMSP):
Representative - Supervisor Menetrey; Alternate - Supervisor Smallcombe

Foreign Trade Zone Advisory:
Member - Supervisor Smallcombe

Job Connection Mariposa Governing Board (Mother Lode Job Training):
Representative - Supervisor Toso;
Alternate - Supervisor Forsythe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):
Representative - Supervisor Smallcombe;
Alternate - Supervisor Poe

Mountain Counties Air Basin:
Representative - Supervisor Poe;
Alternate – Supervisor Forsythe

Mountain Counties Emergency Medical Services Agency and Regional Advisory Board: (Mountain Counties)
Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Poe;
Alternate/Chairman of EMCC

National Association of Counties (NACO):

Representative - Supervisor Menetrey;
Alternates - Supervisors Smallcombe, Poe, Toso, Forsythe

PRISM (Formerly known as CSAC Excess Insurance Authority) Liability Insurance:
Representative - County Counsel;
Alternate – Assistant County Counsel

Rural County Representatives of California (RCRC):
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;
Note: Supervisors Menetrey and Toso are Representatives for Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA)

RCRC - Environmental Services JPAs for Solid Waste:
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;

Golden State Finance Authority (GSFA):
(Typically, the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Toso;
***Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.*

San Joaquin Valley Regional Association of California Counties:
Representative – Supervisor Menetrey (typically the Board Chair)

Sierra Nevada Conservancy:
Representative to the Sub-region for Mariposa - Supervisor Smallcombe;
Alternate - Supervisor Forsythe

SouthWest InterFace Team (SWIFT)
Representative – The District II Supervisor (Poe)

Yosemite Area Regional Transportation System (YARTS) JPA:
Representative - Supervisor Smallcombe;
Second Board Representative - Supervisor Menetrey;
Alternates: Supervisors Poe, Toso, and Forsythe

Yosemite/Mariposa County Tourism Bureau:
(Representation cycle every two years.)
Representative - Supervisor Poe; (Appointed 1-17-23)
Second Board Representative - Supervisor Toso
Alternates – Remaining Board members

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-123

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve Service Agreement with Mountain Top Media for Technical Support on the Sound System; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Service Agreement with Mountain Top Media for Technical Support on the Sound System; and Authorize the Board of Supervisors Chair to Sign the Agreement

This agreement is to keep the sound system in top-performing shape and to have them on call as needed when issues arise. This is needed to ensure Board meetings are not interrupted for less than a few minutes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved contract with this company for installation of equipment but not service contracts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the support needed when the system goes down will not be readily available.

FINANCIAL IMPACT

None. Funds for such professional services are budgeted.

ATTACHMENTS

1. **1166 - Mariposa County MSA - Google Docs**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Audio Visual Service Agreement

This document, including each of the Appendices, Exhibits and Schedules set forth on the following Table of Contents (collectively, the "Agreement"), is confidential and proprietary property of Mountain Top Media ("Mountain Top Media"), and it shall not be disclosed or duplicated, in whole or in part, without the expressed, prior written consent of Mountain Top Media, except as required by law.

Mountain Top Media
33279 Hwy 41
Coarsegold, CA 93614

Dated: 01.22.2024

TABLE OF CONTENTS

TABLE OF CONTENTS **1**
PROPOSAL OVERVIEW **2**
MOUNTAIN TOP MEDIA OVERVIEW **3**
SUPPORT MODEL **4**
CONTRACT PERIOD 4
COVERAGE 4
SERVICES RENDERED 4
APPENDICES **7**
APPENDIX A - HARDWARE INCLUSIONS 7
APPENDIX B - SOFTWARE INCLUSIONS 8
APPENDIX C - EXCLUSIONS 8
APPENDIX D - LIABILITY WAIVER 9
AGREEMENT 10
THANK YOU! **11**

PROPOSAL OVERVIEW

Mariposa County Board in Mariposa, CA is looking for knowledgable, responsive technical support for their Audio Visual systems in the boardroom, to help meetings run smoothly from a technology standpoint.

This document contains a detailed outline of the services Mountain Top Media will provide to aid in facilitating this objective.

Client Priorities	Model Highlights
Quick, responsive, knowledgeable, technical support	Mountain Top Media's support model combines remote and on-site support. Most events can expect a priority response time of less than 2 hours.
Single point of contact for system upgrades and support	Mountain Top Media's extensive knowledge of the facility, and existing systems helps get to the core issues rapidly, saving time and cost.
Reduced service call rate	By leveraging Mountain Top Media's ongoing service program, Mariposa County is subject to a reduced labor rate for non-covered technical support and on-going projects while this Service Agreement is in effect.

MOUNTAIN TOP MEDIA OVERVIEW

Mountain Top Media is one of the region's premier audio, visual, lighting companies, and has been a technical and practical resource to clients throughout the US for more than 20 years. Mountain Top Media has extensive experience assessing, implementing, and managing complex audio, video and lighting solutions across a broad spectrum of deployments in a variety of environments.

Throughout its history, Mountain Top Media's team has focused on their clients and staying customer centric rather than vendor, or manufacturer, centric. This has allowed Mountain Top Media to have long standing, quality relationships with its clients, including some that span over 20 years. Mountain Top Media's key to success is focus on the client and be flexible to meet the clients' ever changing needs.

Mountain Top Media strives for quality and excellence in all aspects of the business. Mountain Top Media has the ability to provide the basics, or what is needed to "just get the job done", but that is not the standard practice. Jobs are specified with what it takes to do the job right. While this may not seem to be the most cost effective method up front, experience has shown that over time the cost is less, clients are happier, and the overall client experience is better.

The key corporate values of Mountain Top Media are:

- Honesty
- Quality
- Transparency

SUPPORT MODEL

Mountain Top Media's support model takes experience and knowledge of existing systems and enables our team to respond timely to support Mariposa County Board's technology needs. The team structure ensures Quality Control and Accountability which translates into increased up time and an enhanced user experience.

CONTRACT PERIOD

This contract covers a period of 12 months, beginning from the day the contract is signed. Twelve months means the period of time between a certain day and the same date of the following twelfth consecutive month of the calendar, inclusive, unless in such twelfth month that date does not exist, in which case it shall end on the last day of that twelfth month.

COVERAGE

This contract and its services applies only to the specific equipment listed in Appendix A. (Hardware Inclusions) and Appendix B. (Software Inclusions) and does not include equipment, software or services listed in Appendix B. (Exclusions)

Equipment and services not included in Appendix A. or B. will be serviced and or billed at the sole discretion of Mountain Top Media.

SERVICES RENDERED

ON-SITE VISITS

One on-site visit will be conducted per month.

During the on-site visit, the following actions will be taken:

- Systems reviewed or checked for existing issues and potential issues
- Firmware upgrades applied if appropriate
- Software upgrades applied if appropriate
- Attempt to resolve discovered existing issues
- Attempt to resolve reported issues

On-Site visits are expected to take no more than 4 hours. Requests to make minor system changes may be billable if they are unable to be completed within the expected (scheduled) visit time-frame. Repairs may also be billable if it is discovered that unauthorized changes to the equipment have been made.

Mountain Top Media reserves the right to substitute monthly physical visits with virtual visits. Virtual visits will include system reviews, firmware and software updates as appropriate and attempted resolution of discovered issues.

TECHNICAL SUPPORT

Technical Support requests may be submitted to Mountain Top Media via email, telephone or text message.

INITIAL RESPONSE TIMES

Mountain Top Media's regular business hours are Monday - Friday, 8:00am - 5:00pm, excluding Mountain Top Media designated public holidays. During regular business hours, expected initial response times are <2 hours.

List of Mountain Top Media observed public holidays:

- New Year's Day (January 1).
- Memorial Day (Last Monday in May).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

Limited after hours support is typically available, however response times are not estimated or guaranteed.

After hours support may be subject to higher hourly rates, unless previously arranged, in which case normal or negotiated hourly rates may apply for the duration of the event.

Due to the nature of Mountain Top Media business, initial response times may not meet the estimated response time if associates are out of office at an event or on an installation.

RESOLUTION TIMES

Mountain Top Media typically expects to have most issues resolved within 48hrs (or two business days) of initial response.

Due to the nature of Mountain Top Media business, resolution times may not meet the estimated resolution time if associates are out of office at an event or on an installation.

MONTHLY SERVICE FEES, HOURLY RATES, INCLUSIONS:

This service agreement includes 1 on-site visit. Which includes drive-time one direction and up to 4 hours onsite. Work to be performed during onsite visit:

- Update PC

- Update device firmware

- Attempt to address any current concerns with system

This service agreement includes up to 2 hrs of monthly remote technical support.

Additional support time will be billed at a reduced hourly rate of $100/hour (normally $150/hr).

Unless negotiated beforehand for a specific event, after hours support time will be billed at a reduced hourly rate of $150/hour (normally $225/hr).

Mariposa County Board will also benefit from a reduced hourly rate of $100/hour for other repairs and/or installation work that is newly contracted throughout the duration of this contract period.

Monthly Service Fee = $800.00

APPENDICES

APPENDIX A - HARDWARE INCLUSIONS

Mountain Top Media agrees to service the equipment as was installed by Mountain Top Media and is listed in this appendix as part of this service agreement:

- Araknis Router
- Araknis OvrC Pro
- Araknis Switch
- Listen Everywhere Base Station and Access Point
- Listen Assisted Listening System
- Shure QLX Wireless Microphone Receivers, Transmitters and Chargers
- Lenovo ThinkStation PC
- Gentner DH120 Interface
- Denon Media Player/Recorder
- Shure MX Conferencing System Battery Charger
- Kramer Video Switcher
- Shure P300 Mixer
- Ashly Amplifier
- Electro Voice Amplifier
- Cyberpower UPS
- Shure MicroFlex Wireless AP
- Shure MicroFlex Conferencing Units and Microphones
- Dante Converters
- Miscellaneous Converters
- WattBoxes and WattBox Controller
- Lowell Rack
- Boardroom Speakers (includes lobby distributed speakers)
- Projector

The term service is defined as the following:

- Regularly inspect equipment for damage
- Update firmware as appropriate
- Diagnose and repair issues (all or a portion of the repair may or may not be billable, depending on equipment warranty status and diagnosed cause of the issue. See Appendix C. for more information on exclusions)

APPENDIX B - SOFTWARE INCLUSIONS

Mountain Top Media agrees to service the software as listed in this appendix as part of this service agreement:

- Windows 11
- Dante Controller
- Google Chrome
- OBS

The term service is defined as the following:

- Regularly review software for updates
- Update software if appropriate
- Diagnose and repair issues (all or a portion of the repair may or may not be billable, depending on software status and diagnosed cause of the issue. See Appendix C. for more information on exclusions)

APPENDIX C - EXCLUSIONS

Mountain Top Media provides a best efforts service and is not responsible or liable for the following:

- HARDWARE FAILURES
  Hardware failures on equipment installed by Mountain Top Media will be serviced by Mountain Top Media during the warranty period.
  Hardware failures on equipment not installed by Mountain Top Media, or if the equipment is outside of the manufacturer or mandated warranty period, labor for resolving the issue and any replacement equipment or equipment repairs may be billable.
- SOFTWARE FAILURES
  Software that has been recommended and specified by Mountain Top Media, will be serviced.
  Software that has been installed or specified by the client may be serviced by Mountain Top Media at its sole discretion and labor for resolving the issue may be billable.
  Software issues pertaining to interoperability that are outside the control of Mountain Top Media may not be covered and may be billed.

Mountain Top Media is happy to work with other software vendors to resolve issues as necessary. Labor for installation, support or issue resolution may be billable.

- OPERATOR ERROR RESULTING IN DAMAGE OR MALFUNCTION
  Diagnosis and resolution time may be billable. Replacement parts or equipment may also be billable.
- EQUIPMENT TAMPERING
  Unauthorized changes made to the equipment by any persons other than Mountain Top Media Technical Staff may result in a billable event for resolution.
- INTERNET CONNECTION
  Mountain Top Media is not responsible for the internet connection. We are happy to work with Mariposa County IT Services to resolve any issues that may arise. If an issue is determined to be upstream from the Araknis Router, labor to resolve may be billable.

APPENDIX D - LIABILITY WAIVER

DUE TO THE INHERENT UNRELIABILITY OF COMMUNICATIONS NETWORKS, MOUNTAIN TOP MEDIA WILL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY INTERRUPTION OF SERVICES CAUSED BY EQUIPMENT FAILURE, NETWORK INTERRUPTION, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF MOUNTAIN TOP MEDIA.

IN NO EVENT WILL MOUNTAIN TOP MEDIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR REVENUE, OR LOSS OF DATA, HOWEVER CAUSED, WHETHER IN AN ACTION OR CLAIM ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION OR CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT MOUNTAIN TOP MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MOUNTAIN TOP MEDIA'S AGGREGATE LIABILITY, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM OR, IF THAT PERIOD IS LESS THAN TWELVE (12) MONTHS, THE AMOUNT THAT WOULD HAVE BEEN PAID OR PAYABLE HAD THE AGREEMENT BEEN IN EFFECT FOR A TWELVE (12) MONTH PERIOD PRIOR TO THE ACCRUAL OF SUCH CLAIM.

AGREEMENT

I, _____, the appropriately appointed representative of Mariposa County Board, hereby engage Mountain Top Media in the aforementioned Service Agreement, for a period of 12 consecutive months, effective _____ to _____.

I acknowledge that I have read and understand the inclusions as well as the limitations and exclusions of this contract. I agree to the terms and conditions mentioned therein and am committing to this 12 month contract.

I acknowledge that early termination of this contract may be subject to fees, including up to full payment of remaining months of the contract term, except in the event of extreme negligence on the part of Mountain Top Media.

_____ _____

Printed Name Signature

THANK YOU!

We look forward to working with you and the team to help improve your AVL systems and we thank you for your business!

Blessings,

THE MOUNTAIN TOP MEDIA TEAM

JIM HOBBS

DIRECTOR OF ENGINEERING

Office: 559.658.6867
Direct: 559.400.7206
Email: jim@mountaintopmedia.org

CAL REDMAN

AVL/IT TECHNICIAN

Office: 559.658.6867
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Email: cal@mountaintopmedia.org

MOUNTAIN TOP MEDIA

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Member

---

RECOMMENDATION AND JUSTIFICATION

Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Member

The applicant has extensive experience serving on economic development boards and was previously the Alternate Citizen Member for Mariposa.

The previous citizen member moved out of Mariposa County; this action would move the alternate to the citizen member. This action would also leave the alternate position vacant.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 25, 2011, the Mariposa County Board of Supervisors accepted membership in the Central Sierra Economic Development District (CSEDD).

The Citizen Member will have one vote on the committee. In the absence of the Citizen Member, the Citizen Member Alternate will have one vote on the committee. Currently, there is one vacancy on this committee.

The CSEDD is comprised of the counties of Alpine, Amador, Calaveras, Tuolumne and Mariposa, along with the cities of Angels Camp and Sonora.

CSEDD will manage and direct the CEDS for the five-county region. The significance of the Comprehensive Economic Development Strategy (CEDS) is to identify economic development projects/needs and create jobs in the Central Sierra Region and its sphere of influence. Projects identified in the CEDS would be eligible for potential grant funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not eligible to participate in CEDS document to be submitted to the U.S. Department of Commerce/Economic Development Administration.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-124

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Budget Action Adjusting Appropriations Within Victim Witness Assistance Budget for Fiscal Year 2023-2024,Balancing Unanticipated Revenue ($71,373) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Adjusting Appropriations Within Victim Witness Assistance Budget for Fiscal Year 2023-2024,Balancing Unanticipated Revenue ($71,373) (4/5ths Vote Required).

Adjusting Appropriations Within the District Attorney's Office Victim Witness Victim Services (MXC) ($39,727) and Victim Witness Assistance (MVW) ($31,646) Program Budget Receiving Unanticipated Revenue ($71,373) (4/5ths Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved budget actions in the past for both Victim Services Programs, to balance out the county budget between the two federal grant cycles of the individual grants. Most adjustments would come at Midyear. Without the county having those adjustments made this year, the programs need natural adjustments to take place through this budget action. Due to significant salary savings, we had significant salary savings at the end of MVW Grant Program (July-Sept) and end of MXC Grant Program (October-December) performance periods.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the board chooses not to approve this budget action, the Victim Services Program will show a negative budget and will be unable to pay necessary programmatic financial responsibilities. The program has complete grant funding to cover all adjustments needed.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Scan of Budget Action- MXC and MVW Adjustments 3.22.24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	Program	DESCRIPTION	PROJECT	INCREASE	DECREASE
3215	**0215**	**46111**	**MVW**	**Mariposa County Victim Services Grant**		**($39,727)**	
3215	**0215**	60154	**MVW**	Jury and Witness Expense		$1,256	
3215	**0215**	60213	**MVW**	Office Supplies		$26,260	
3215	**0215**	60392	**MVW**	Rents and Leases- Buildings		$2,861	
3215	**0215**	60411	**MVW**	Telephone		$720	
3215	**0215**	60414	**MVW**	Electricity		$78	
3215	**0215**	60441	**MVW**	Fuel		$241	
3215	**0215**	60514	**MVW**	Client- Animal Caretaking		$99	
3215	**0215**	60431	**MVW**	Software		$8,212	
3215	**0215**	**46112**	**MXC**	**Victim Witness Assistance Program (XC)**		**($31,646)**	
3215	**0215**	60213	MXC	**Office Supplies**		$29,500	
3215	**0215**	60414	MXC	**Electricity**		$2,146	
					TOTAL	$0	

TRANSFER BETWEEN FUNDS							
					TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or appropriating Reserve for Contingencies;

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: To appropriate the augmented funding in the DA Victim Witness Services Program (XC and VW) Grant Programs FY 23-24

DEPT HEAD SIGNATURE Wm W. Wey DATE 3/22/24

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-125

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve First Amendment to the Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Assistance by Hire Agreement between Mariposa County Fire Department and the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Request to approve this updated agreement (First Amendment) that has added other equipment on page two to include tractors, masticating heads, a truck with trailer purchased by the county for fuel reduction. The updated agreement allows the county to rent this equipment at agreed rates to our local CALFIRE unit as well as statewide if the need was to arise. This will be an additional revenue source for the county to assist during emergency incidents and recovery efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current ABH with Local CALFIRE Unit (MMU) was approved on December 20, 2022 (Resolution. 2022-720). The new ABH will continue to be in line with the current California Office of Emergency Services (Cal OES) rates and standards as set by the California Fire Assistance Agreement (CFAA). County Fire has utilized this agreement to generate significant revenue for the county each year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The agreement will not be updated to include additional county equipment and additional revenue to the county will not be realized. We will continue to rent equipment as listed into the current approved agreement per resolution 2022-720.

FINANCIAL IMPACT

Agreement can generate revenue for the County.

ATTACHMENTS

1. **2023 ABH Agreement**
2. **First Amendment to Assistance by Hire Agreement with MMU**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2022-720

MEETING: December 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Updated Mariposa County Fire Department Assistance by Hire Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve updated Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement.

MMU desires to have local agreements that provide for Assistance by Hire (ABH) utilization of Mariposa County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

The current ABH with MMU was approved on December 17, 2019 (Resolution. 2019-711), and is in need of updating. The new ABH will continue to be in line with the current California Office of Emergency Services (Cal OES) rates and standards as set by the California Fire Assistance Agreement (CFAA). The updated agreement also has streamlined the payment documentation process as well as eliminated the need to identify each specific piece of county equipment to be rented. With frequent movement and identifier changes ongoing, License and vin numbers will be documented on the referenced pay doc for tracking and audit purposes if the need was to arise.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved an Assistance by Hire Agreement with MMU in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County will lose significant reimbursement monies from resources supporting the State mission in the SRA of MMU.

FINANCIAL IMPACT:
This ABH agreement provides established rates of revenue Mariposa County recieves from CAL FIRE when County Fire resources are hired to support the State mission in the SRA of MMU.

ATTACHMENTS:

REF ID# 13559

SW

2023 ABH MCFS_MMU update (PDF)
FC 33 (PDF)
ME 107 (PDF)
ME 15 (PDF)
calfire 20 (PDF)
calfire 93 (PDF)
FC 315 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

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CAL FIRE
Madera-Mariposa-Merced Unit
2023-2025 County
Assistance by Hire Agreement

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CALFIRE Madera-Mariposa-Merced Unit
County Assistance by Hire Agreement

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2023 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CALFIRE -Madera-Mariposa-Merced Unit ("CALFIRE"), pursuant to the following terms and conditions.

This Agreement shall be for a period of Three (3) years, commencing on January 1, 2023, through and including December 31, 2025. This Agreement may be extended for Three (3) years additional consecutive twelve (36) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term.

Purpose

The Madera-Mariposa-Merced Unit (MMU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises.

To provide direction to CAL FIRE Incident Commanders and County cooperating agencies within and adjacent to MMU regarding the appropriate utilization of County firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Per this agreement during these incidents County resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

MMU-County ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for County resources under this agreement, when assigned to State mission, will begin January 1, 2023, two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource assigned to the primary task of wildland suppression.

When CAL FIRE hires County resources for station coverage the County entity will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. This apparatus is "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to County by Cal OES.

MMU-County ABH Agreement Procedures

Agreement Renewal

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The MMU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the most current CFAA and Cal OES Salary Survey letter posted by OES.

Cal OES link:
https://www.caloes.ca.gov/wp-content/uploads/Fire-Rescue/Documents/Rate_Letter_Effective_May_1_2022.pdf

Other Equipment

3500 gal. Portable tank - $100 per day
200 gpm Portable pump - $100 per day

MMU-ABH Agreement

The County will verify the engine and water tender gallon per minute pump capacity rating (GPM), reflected on the FC33 so the hourly rate can be determined. CAL FIRE reserves the right to have the County bring the resource to a state facility to have it pump tested.

Both the MMU Unit Chief and the County agency representative will sign the agreement. A copy will go to the MMU ABH Coordinator and the MMU Assistant Chief – Administration.

It is the responsibility of the County agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement.

MMU-County ABH Payment Procedures

Time Keeping and Payment

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the Form FC33.

The CAL FIRE MMU ABH Coordinator will be responsible for compiling, auditing, and processing all timekeeping and payment documentation in a timely manner.

A CAL FIRE-93 will be used to pay the County providing ABH.

MMU-County ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and can sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of County apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any County equipment. No County official or may obligate the State to financial liability.

Apparatus Repairs

Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a CAL FIRE ME-107 form. Major damage will be addressed through the California Victim Compensation and Government Claims Board procedures. Driver negligent damage is the responsibility of the County providing the ABH. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to County apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When County owned apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, County fire apparatus is considered to be a state resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the County agency. Mechanic services and/or parts are chargeable back to the County agency when

routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CALFIRE staffing levels required for response at all times. As with apparatus hired unstaffed, County fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time, will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the County agency providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the County agency if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire.

Consumables & Damaged and/or Destroyed Supplies

If County owned supplies are damaged and/or destroyed through no fault of County and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101).

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and County must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

County providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the MMU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

Communications

It is the responsibility of the County agency providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

MMU-County ABH Personnel Standards

Training

County shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the County to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All County personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all County personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

County Personnel Feeding

County personnel providing ABH assigned to a "going" incident shall be provided meals by CAL FIRE at no cost to County personnel.

County personnel on apparatus under hire assigned to station coverage of a MMU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the County personnel. These meals shall be documented on the CAL FIRE "Fireline Meal Sheet" available at the station being covered with names, dates and incident numbers as required.

Restaurant feeding for County personnel providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the MMU Duty Chief (or designee) if assigned to station coverage.

MMU-County ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type VI Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in County department.

Fire engine station and personnel coverage will be compensated after being assigned two (2) hours after initial response and be retroactive back to the time of initial response and up to twenty-four (24) hours a day.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour "planned need" staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and "planned need" can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Water tender and personnel station coverage will be compensated after being assigned two (2) hours after initial response and be retroactive back to the time of initial response and up to twenty-four (24) hours a day.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.

The 2023-2025 CALFIRE Madera-Mariposa-Merced Unit and County Assistance by Hire Agreement has been approved and authorized by the following:

DocuSigned by:
Mike Van Loben Sels
1F6DABE3F72847C...

Mike van Loben Sels, Unit Chief
CAL FIRE
Madera-Mariposa-Merced Unit
5366 Highway 49 North
Mariposa, Ca 95338

Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel

Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcomb, Board Chair
Mariposa County Board of Supervisors

FIRST AMENDMENT TO AGREEMENT FOR FIRE DEPARTMENT ASSISTANCE BY HIRE

THIS FIRST AMENDMENT TO AGREEMENT FOR FIRE DEPARTMENT ASSISTANCE BY HIRE, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and CAL FIRE Madera-Mariposa-Merced Unit, hereinafter referred to as "CAL FIRE."

WHEREAS, County and CAL FIRE have heretofore entered into an Agreement dated January 1, 2023, wherein CAL FIRE agreed to Assistance by Hire whereby County provided Assistance by Hire (ABH) utilization of County firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of MMU when the need arises and the terms under which they will or will not be reimbursed; and

WHEREAS, County and Contractor desire to amend said Agreement to enlarge the list of equipment available for Assistance by Hire and reimbursement.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. "Other Equipment," is hereby amended to include the following list of equipment:

Caterpillar Model 299D3XE Compact Track Loader/Skid Steer (98 HP)
$2200.00 per day w/mastication head $3000.00 per day

Caterpillar Model 30907A CR Mini Excavator (12 Ton)
$2000.00 per day w/mastication head $2800.00 per day

F550 w/Trailer (30K GVWR) Transport
Combination $1800.00 per day

John Deere Model 770B Grader
$3000.00 per day

3500 Gallon Portable Tank
$100.00 per day

200 gpm Portable Pump
$100.00 per day

Except as herein amended, the Agreement dated January 1, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

[

COUNTY OF MARIPOSA

_____
, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

CAL FIRE

_____
Mike van Loben Sels, Unit Chief
CAL FIRE Madera-Mariposa-Merced Unit

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-126

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Approve payment of invoice(s) from Peraton for Interface Installation and Scope of Work to be Done to the CALFIRE Emergency Command Center (ECC) Computer Assistance Dispatch (CAD) System; and Authorize the Auditor to Submit Payment

---

RECOMMENDATION AND JUSTIFICATION

Approve payment of invoice(s) from Peraton for Interface Installation and Scope of Work to be Done to the CALFIRE Emergency Command Center (ECC) Computer Assistance Dispatch (CAD) System; and Authorize the Auditor to Submit Payment.

This interface upgrade in CAD is related to the $100,000.00 Pro QA (Emergency Medical Dispatch) EMD upgrade Mariposa County is paying for as this service will be for Mariposa County. However, the attached Scope of Work agreement is between Peraton and CALFIRE because that's where the work is being done. The County Fire Chief needs permission from the Board to pay for an unanticipated cost for the interface installation totaling $8355.00. Mariposa County is not part of the agreement between Pelaton and CALFIRE but is responsible for the upgrade program. This approval will allow the Fire Chief to move the $100,000 project forward by paying the $8355.00 without delay of trying to be a third party of an agreement or write a separate agreement to pay for a one-time installation that doesn't affect County outside a benefit.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 21, 2023 Res #23-619 the Board approved the purchase of ProQA through Priority Dispatch to provide upgraded Emergency Medical Dispatching (EMD) for prioritization of medical calls and pre-arrival instructions. This EMD service is provided by CALFIRE ECC through an agreement with Mariposa County. The upgrade and interface needs are peformed between CALFIRE, ProQA, and Peraton. Mariposa County pays for EMD services through our Dispatch agreement.However, the updated ProQA program and software costs associated are not part of the agreement, just the service. This county purchased software requires this interface upgrade to run the program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No authorization given to the Fire Chief to pay the Peraton invoice(s) and the Fire Chief will need to seek other alternatives to abtain authority to pay the invoices or delay the project to write an agreement for a one-time pay.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CR202406 CAL FIRE MMU PROQA Enhancement to Altaris CAD (1)**
2. **23-619 - 2023-11-16 Cal Fire Mariposa - Implementation Agreement (MPDS)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

12975 Worldgate Drive, Suite 7322
Herndon, Virginia 20170

March 26, 2024 CR: #202406

Steven Ward *Sent Via E-Mail – steven.ward@fire.ca.gov*
Assistant Chief
Mariposa County Fire/CALFIRE
PO Box 162
Mariposa, CA 95338

Reference: ProQA Interface Implementation

Dear Chief Ward,

Peraton is pleased to provide a Firm Fixed Price (FFP) quote for the installation of the interface for ProQA Software by Priority Dispatch.

Overview

The ProQA interface will be installed in the Madera-Mariposa-Merced Unit (MMU) Peraton Altaris™ CAD System. The same ProQA interface that currently installed at CAL FIRE Units, AEU, HUU, SDU, NEU and RRU will be installed in MMU.

Please refer to Attachment A Scope of Work for a detailed description of the features and functionality the ProQA interface will provide. The ProQA interface is being implemented on behalf of Mariposa County and County of Mariposa will be responsible for Price and Payment detailed below.

The Price and Payment for the ProQA interface implementation are as follows:

Price

The total price for the implementation of the ProQA interface is $8,355.00.

Payments

At Issuance of Purchase Order
Interface Implementation (50%)
Total Due **$4,177.50**

Go Live & Acceptance
Interface Implementation (50%)
Total Due **$4,177.50**

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Estimated Implementation Period of Performance: May 1, 2024 to May 31, 2024

Actual start date will be determined based on availability of Peraton resources at receipt of purchase order.

Payment shall be made by the Customer within 30 days of the receipt of an invoice from Peraton.

Maintenance begins at Project Acceptance.

Terms and Conditions

The Peraton standard FRS General Provisions apply to this quotation unless noted otherwise herein. This quote is valid for ninety days from the date of this letter unless extended by Peraton in writing. All purchase orders must reference CR-202406 and the FRS General Provision.

We sincerely appreciate the opportunity to respond to the needs of your agency. If you need any additional information, please call me at the number below or Teresa Richardson at (813) 220-9348.

Sincerely,

Sent Via E-Mail – Cynthia Williams

Cynthia Williams
Contract Administrator

cc: Teresa Richardson
Marin Browning

Over the past few years, Peraton has successfully acquired a number of complementary businesses, including Perspecta Inc. and the Northrop Grumman federal IT and mission support services business. Our combination has created a leading government mission capability integrator and enterprise IT provider focused on delivering high-end technology-enabled services. The combination also gives us and our customers access to a wealth of additional resources and capabilities. Through all of the aforementioned transactions, we have retained the key personnel, management, contracts, and other resources and assets (including the financial resources, employees, subcontracts, materials, facilities, and other infrastructure support) of all of the acquired businesses. We manage our combined business enterprise with a centralized leadership structure, consolidated business systems, and common policies, practices, and resources to effectively serve multiple government customers worldwide. Accordingly, the personnel, resources and assets that are offered and committed in this proposal, remain fully available and attributable to Peraton and applicable and relevant to this solicitation.

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Attachment A - Scope of Work

Peraton Responsibilities

1) Peraton will provide an interface for Altaris™ CAD System so that end users will be able to use ProQA by Priority Dispatch, their Emergency Medical Dispatch (EMD) triage software during call taking and dispatching for day-to-day operations. This is the same software interface that is deployed in AEU, HUU, SDU, NEU and RRU.

2) Peraton will coordinate with Priority Dispatch and CAL FIRE to determine an implementation timeline agreeable to Peraton, Priority Dispatch and CAL FIRE.

3) Peraton engineer will provide onsite support for implementation of the software within the MMU Altaris™ CAD System.

4) The current stylesheets and state codes that have been implemented in the previous CAL FIRE ProQA projects will be implemented in MMU.

CAL FIRE Responsibilities

1) Contract directly with Priority Dispatch for the ProQA software, services & training.

2) Provide an ECC representative to be single point of contact when Peraton engineer is on site.

3) Test the interface once installed and immediately report any issues or concerns to Peraton.

4) Assist in coordinating Priority Dispatch personnel for installation and testing tasks.

Project Completion & Acceptance Criteria

Project will be considered completed when:

- Interface is installed in the Altaris™ CAD System
- CAL FIRE has performed QA testing and all priority 1 or priority 2 issues have been resolved by Peraton. Definition of priorities are as follows:
    - Priority 1 – Critical: Software errors that prevent or substantially interfere with operation of the installed software for its primary intended purpose on a system wide basis.
    - Priority 2 – High: Software errors that do not prevent or substantially interfere with operation of the Contractor's system for its primary intended purpose or are

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not system wide, but that do prevent or materially interfere with end user performance of common functions.

Project Acceptance will be provided by CAL FIRE when:

- The ProQA software has been installed for five consecutive days and no priority 1 or priority 2 issues exist.

Assumptions

- No hardware, third party software, hardware or training is provided by Peraton.
- Peraton System engineer will be onsite for up to 1.5 days to complete installation of software in the Altaris™ CAD system.
- CAL FIRE personnel will begin testing immediately upon Peraton engineer completing the installation of the software.
- Existing CAD maintenance applies to the Altaris™ CAD System. Any issues directly related to the ProQA software will be reported directly to Priority One Dispatch.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-619

MEETING: November 21, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve a Five-Year Agreement with Priority Dispatch System in the Amount Not to Exceed $99,026.00 with an Annual Renewal Cost of $10,800 for the Licensing, Training, Implementation, and Maintenance of Priority Dispatch Corp (PDC's) Products and Services, Altogether the Medical Priority Dispatch System ("MPDS"); Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Fire Department Budget to Cover the Agreement ($100,000)

RECOMMENDATION AND JUSTIFICATION

Approve a Five-Year Agreement with Priority Dispatch System in the Amount Not to Exceed $99,026.00 with an Annual Renewal Cost of $10,800 for the Licensing, Training, Implementation, and Maintenance of Priority Dispatch Corp (PDC's) Products and Services, Altogether the Medical Priority Dispatch System ("MPDS"); Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Transferring Funds within the Fire Department Budget to Cover the Agreement ($100,000)

Currently, CALFIRE Emergency Command Center (ECC) under agreement, provides dispatch services for Mariposa County Fire and Mercy Medical Transportation Inc. In addition to routine and emergency dispatch services, the ECC also provides Emergency Medical Dispatch (EMD) services, which include specialized certification and training to prioritize medical emergency calls to provide appropriate fire/ems resource response, as well as providing medical instructions on the phone. Types of instruction may include, but not limited to bleeding control, Heimlich instruction for choking, CPR, childbirth, and a variety of other potential life-saving instructions that can be performed prior to, arrival of a fire or EMS.

The ECC has provided this service for Mariposa County for over 20 years through a flip card system. However, that method of instruction and prioritization has become outdated and the flip cards are no longer being produced. The training and use of the EMD system has now become a computer-based platform, capable of much faster prioritization and appropriate pre-arrival instructions. The current system is no longer supported and today's training utilizes this updated technology.

If we as a county would like to continue to have this service, we need to upgrade our EMD system within the CALFIRE ECC.

DS SW

BACKGROUND AND HISTORY OF BOARD ACTIONS

Emergency Medical Dispatching services have been provided to Mariposa County for over 20 years.

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Initially, Mariposa was the benefit of this service through Madera County when CALFIRE Mariposa ECC was dispatched for Pistoresi and Sierra Ambulance services and EMD was the standard utilized. When Madera County EMS contracted dispatch services with Fresno EMS, Mariposa ECC continued EMD services for Mariposa County and Mercy Medical Transportation Inc. The EMD certification costs moved to the Mariposa County Dispatch agreement and those services continued solely for Mariposa County and Mercy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement and no longer have EMD services provided for Mariposa County. Each medical call will receive the max response of fire and ambulance with lights and siren, no matter the type of medical need which could increase in delay of appropriate services for appropriate types of medical need.

FINANCIAL IMPACT

The initial impact costs of $99,026.00 have been accounted for through the Mariposa County Fire Budget, the annual renewal of $10,800 will need to be budgeted in .

ATTACHMENTS

1. **Budget Action for Priority Dispatch EMD.xls 2**
2. **2023-11-16 Cal Fire Mariposa - Implementation Agreement (MPDS)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District I Supervisor Rosemarie Smallcombe

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0228	51114	Volunteer Fire Personnel			100,000
1001	0228	60301	General Professional Servies		100,000	
				TOTALS	100,000	100,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DocuSigned by: Mike Van Loben Sels 1F6DABE3F72847C...

DEPARTMENT HEAD SIGNATURE DATE 11/9/2023

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. 23-619 CLERK Danielle Bender DATE 11-21-23

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

754

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the "Agreement") is made on October 28, 2023 ("Effective Date") and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp ("PDC"), a Utah corporation, and County of Mariposa ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

A. Customer (CALFIRE through the County of Mariposa) desires to procure and provide an effective, efficient, and comprehensive emergency medical dispatch system for its residents and transient population.

B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC's products and services, altogether the Medical Priority Dispatch System ("MPDS").

The Parties agree as follows:

1. **Pricing & Payment Terms**. Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.

2. **Statement of Work**. The Statement of Work for the implementation of the MPDS is attached to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customers with meeting the International Academies of Emergency Dispatch ("IAED") operational and performance requirements to become an Accredited Center of Excellence ("ACE").
    a. **Change in Statement of Work**. Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we're also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTraining orTaskChangeRe/formperma/nvPtuq7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAm U

3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the End User License Agreement ("EULA").The EULA is incorporated herein into this Agreement as **Attachment C.**

4. **CAD Integration**. The Parties understand in the event a Computer Aided Dispatch system ("CAD") is used by Customer, any costs relating to the integration of the MPDS software (ProQA®) and Customer's CAD system shall be the sole responsibility of Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.

5. **Term & Termination**. This Agreement shall remain in effect for five (5) years. After five years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall

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automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.

b. Termination for Cause. Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.

c. **EULA**. This Agreement may be terminated for any reason set forth in the EULA.

d. **Effect of termination**. Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.

6. **Relationship of the Parties**. The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

7. **Confidentiality**. During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement

8. **Intellectual Property**. Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivates and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.

9. **Conflict of Interest**. During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.

10. **Survival of Terms**. Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.

11. **Compliance with Laws**. In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.

12. **Assignment**. Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.

13. **Attachments**. All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

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14. **Severability**. If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Virginia, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Giles County in the State of Virginia. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices**. Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:	**To Customer**:
Priority Dispatch Corp.	County of Mariposa
110 South Regent Street, Suite 500	5366 HIGHWAY 49 N Mariposa,
Salt Lake City, Utah 84111	California 95338-9503
Attention: Legal Department	Attention: Steven Ward
Email: legaldepartment@prioritydispatch.net	Email: Steven.Ward@fire.ca.gov
Phone:800.363.9127	Phone: (209)966-4330

18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

PDC

DocuSigned by:
J. Simón Cantarero
FB51D2640DC140B...

Signature: _____

Print Name: J. Simón Cantarero

Title: General Counsel & Corp. Secretary

CUSTOMER

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Signature: _____

Miles Menetrey, Chair

Name & Title

Approved as to Legal form:

DocuSigned by:
Steven W Dahlem
F6A416F06B304B5...

Signature: _____

Steven W. Dahlem, County Counsel

Name & Title

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Attachment A

SEE ATTACHED SALES QUOTE #67190

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **$99,026.00** (see attached Sales Quote **#Q-67190**). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	$10,800
Year 3:	$10,800
Year 4:	$10,800
Year 5:	$10,800

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

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QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tim Martin
Phone: (800) 363-9127
Direct:
Email: tim.martin@prioritydispatch.net

Agency:	Cal Fire Mariposa
Agency ID#:	4856
Quote #:	Q-67190
Date:	10/28/2023
Offer Valid Through:	1/30/2024
Payment Terms	Net 30
Currency:	USD

Bill To:
Mariposa County
PO BOX 162
Mariposa, California 95338
United States

Ship To:
Cal Fire Mariposa
5366 HIGHWAY 49 N
Mariposa, California 95338-9503
United States

Product	Discipline	Qty	Amount
Xlerator: 1-20 License		1	USD 3,500.00
ProQA Production/Live License **Automated calltaking software**	Medical	7	USD 29,750.00
ProQA Training License **Training Software Licenses Training, non-live calltaking software**	Medical	1	USD 2,250.00
AQUA Case Review Software **Quality Assurance (case review) software base engine and discipline module**	Medical	1	USD 2,500.00
Installation & Configuration Remote **technical assistance for software installation and configuration for IT personnel**		1	USD 2,500.00
ProQA & AQUA Reports Training Remote - **(4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions**		2	USD 298.00
ProQA Software Training Remote **Per person cost for four hours of ProQA software** **training completed in a virtual, instructor-led environment**	Medical	19	USD 2,831.00
AQUA Software Training Remote **Per person cost for a 6 hour course completed in a virtual, instructor-led environment**		3	USD 597.00
Certification Training ED-Q On-site (Per) **Materials, tuition and certification (2 days, 16 hours)**	Medical	3	USD 1,650.00
Implementation Support **Implementation support and quality management program development**		1	USD 30,000.00
Equip QA **Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management**	Medical	1	USD 12,350.00
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 1 Imp and 1st Full Year Support TOTAL:	USD 99,026.00

"To lead the creation of meaningful change in public safety and health."

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Priority Dispatch

QUOTE

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 2 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 3 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 4 TOTAL:	USD 10,800.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package **System License Renewal, Services & Support**	Medical	1	USD 10,800.00
		Year 5 TOTAL:	USD 10,800.00

Subtotal	USD 99,026.00
Estimated Tax	
Total	USD 99,026.00

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

"To lead the creation of meaningful change in public safety and health."

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Attachment B

STATEMENT OF WORK

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STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS
The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS
INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)
The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

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Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.

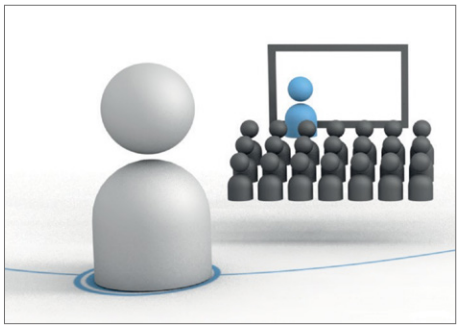
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.

- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revi- sion to aid in administration of the Steering

- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training



- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.

- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.

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PHASE 3 **Software Installation and Configuration**

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.

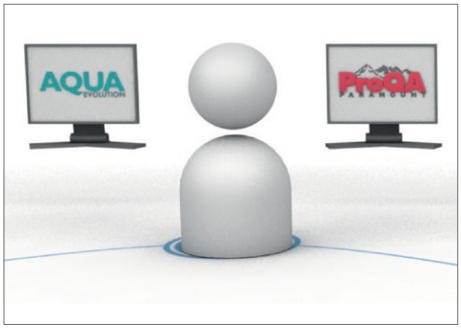
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

PHASE 4 **System Implementation**

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.

- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 **Quality Assurance Phase (30 days post on-line)**



- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.

- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.

- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.

- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.

- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.

- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.

- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.

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- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.

- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.

- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.

- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.

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Attachment C

End- User License Agreement

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PRIORITY DISPATCH SYSTEM ("PDS")

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

PLEASE READ CAREFULLY THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT BEFORE PROCEEDING TO INSTALL THE SOFTWARE OR USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS AGREEMENT.

INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION OR CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents

(1) that they are duly authorized to do so for and on behalf of the Client; and

(2) that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. Software means the Priority Dispatch System ("*PDS*") software, content, and manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and/or control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified in your License Fee invoice or quote from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to Customer a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed

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U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638; 8103523; 8294570; 8335298; 8355483; 8396191; 8417533; 8488748; 8494868; 8971501; 8712020; 8670526; 8873719; 9491605; 9516166 (other patents pending)

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use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (*a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license*. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Cloud Services.

a. Cloud Services. PDC may make the Software or certain other products, or services purchased by Customer from PDC (collectively, "**Cloud Services**") and made available to Customer online or through another hosted environment pursuant to a purchase order or other agreement between PDC and Customer.

b. Access and Use.

(i) *Provision of Access*. Subject to the terms and conditions of this EULA, PDC hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between Customer and PDC (the "**Customer Agreement**") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "**Authorized User**" means Customer and Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA and any underlying agreement between Customer and PDC.

(ii) *Documentation License*. Subject to the terms and conditions contained in this Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use PDC's user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions*. Customer shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(iv) *Aggregated Statistics*. Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(v) *Reservation of Rights*. PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer

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Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the "**PDC IP**"). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(vi) *Suspension*. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

c. Customer Responsibilities.

(i) *Account Use*. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(ii) *Customer Data*. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(iii) *Passwords and Access Credentials*. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

(iv) *Third-Party Products*. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

d. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

(i) Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(ii) Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(iii) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD

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SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

10. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary, the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC based on net corporate income.

11. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

12. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

13. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30 days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

14. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER

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COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

16. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

17. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

18. Termination. Either party may terminate this Agreement as set forth elsewhere herein or based upon a breach of this Agreement by the other Party which is not cured within 30 days of written notice thereof. This Section 17 shall not limit the relief, remedies, and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained or destroyed, and no longer control access to, any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

19. Disputes.

(a) United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

20. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

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21. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

22. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

23. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

24. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

25. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

26. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

27. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan ("ESP")

1. Extended Service Plans.

a. **Silver ESP**: Includes 24x7x365 technical support and Updates to the Software within the current version.
b. **Gold ESP**: Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
c. **Platinum ESP**: Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Card sets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.

e. **ESP Miscellaneous**.
   i. Client must register as described in Section 2 below.
   ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
   iii. All Licensed Products must have the same ESP.
   iv. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.
   v. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

f. **Customer Obligations**:
   i. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.
   ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

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iii. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.

iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.

v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.

vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.

viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.

x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.

xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. ***Updates*** When PDC determines that particular improvements, modifications, or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

b. ***New Versions*** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client

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as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. *Derivative Products*. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. *Customization of Responses*. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. **Documentation**. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. *Changing the PDS*. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these

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committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION***:* It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")***:* All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. ***DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE****:* It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. ***Accepted Process for PDS Modification***. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. ***Unsafe Practices*****.** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES**. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. ***International Dispatch Coding System***. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. ***Standard of Care and Practice***. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality

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improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. ***Dedicated Legal and Consultative Support***. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. ***National Q Services*.** National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q**: Customer understands that they and PDC shall have the following meetings before starting the QA services:

i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.

ii. QA/QI Meeting – Analysis of current system with current Customer QA staff

iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process**:

i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator ®, and the Customer's audio logger/recorder.

ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

iv. Customer understands that they must always update to the latest version of AQUA.

v. If there is a customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process**:

i. QA shall be done according to the IAED standards for Accreditation (http://www.emergencydispatch.org/standards_for_accreditation).

ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.

iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the National Q representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. ***Definitions.*** This section contains more detailed definitions of certain terms used in this EULA

"Cards"
The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"
The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"
When used in this agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

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These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters “P”, “F” and/or “M”, respectively; as in “EPD”, “EFD’ and/or “EMD”, respectively.

“PDS”, Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters “P”, “F” and/or “M”, respectively; as in “PPDS”, “FPDS’ and/or “MPDS”, respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County Health and Human Services Agency contracted with Eloomi to implement and integrate a cloud-based Learning management System. Now needing the Authoring Tool, in addition to the specific project objectives listed in the agreement.

There is no change to the effective dates of August 1, 2023 through July 31, 2026. The amount not to exceed will increase by $4,350.00 for a new total of $60,003.50.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the agreement on August 1, 20023 by Resolution Number 2023-410.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this amendment will result in the reliance of an existing legacy sytem that does not meet HHSA needs.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Eloomi A-S 2024 (A01)-V1**
2. **Eloomi 2024-2026 - Res. 2023-410-EXECUTED**

FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE AS A SERVICE

THIS 1ST AMENDMENT TO AGREEMENT FOR SOFTWARE AS A SERVICE, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Eloomi, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated August 1, 2023, wherein Contractor agreed to provide software as a service; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: Additional Software, Authoring Tool.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $4,350.00 will be added to the original amount of $55,653.50, making the total compensation paid to Contractor the not to exceed amount of $60,003.50.

Except as herein amended, the Agreement dated August 1, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

CONTRACTOR

_____
Alexander Norgaard, Vice President
Eloomi A/S

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

Exhibit A
SCOPE OF WORK / COST PROPOSAL

This amendment pertains to the inclusion of the This amendment pertains to the inclusion of the eloomi Authoring Tool, which is in addition to the other products and services currently contracted through eloomi and spoken to in the main body of this contract.

The implementation of the eloomi Authoring tool will result in the provision of a user-friendly platform for the creation of dynamic e-learning content. This encompasses the development of custom templates and interactive modules enhanced with multimedia elements to enhance learner engagement and retention. Moreover, the tool's capacity to generate SCORM files guarantees smooth integration with eloomi and other SCORM-supportive Learning Management Systems. The deliverables also entail unlimited user access for editing, advanced features for interactive content development, and comprehensive tracking mechanisms within training sessions aimed at optimizing the learning experience."

Period	**Total Costs Per Fiscal Year**
Fiscal Year 23/24 (and remainder of FY 22/23)	$22,634.50
Fiscal Year 23/24	$18,684.5 0
Fiscal Year 23/24	$18,684.5 0
Total Costs for Contract Over Three (3) Year Period	$60,003.50

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-410

MEETING: August 1, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County Health and Human Services Agency (HHSA) intends to contract with Eloomi to implement and integrate a cloud-based Learning Management System. Specific project objectives include the following:

a) Implement eloomi's Learning Management System (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

The agreement will be effective August 1, 2023 through July 31, 2026. The total amount of the agreement is not to exceed $55,653.50.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Eloomi.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this agreement will result in the reliance of an existing legacy system that does not meet HHSA needs.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **ELoomi Agreement 2023 trhough 2026**

DS

C-H

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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Agreement

eloomi A/S and Mariposa County hereby accept this agreement.

Product	Price	Units	Discount	Subtotal
Infinite Plus eloomi Platform	$61.00	250	-$3,812.50	$11,437.50
Infinite Plus Service Plan Includes all support (Customer Success Manager, Account Manager, In-Chat, hosting, maintenance...)	$3,077.00	1	$0.00	$3,077.00
eloomi API Access & Support Ongoing maintenance and support of API connections.	$2,370.00	1	$0.00	$2,370.00
Custom Integration to Oracle Initial setup/integration to oracle. One-time cost.	$5,000.00	1	$0.00	$5,000.00

Discount	**-$3,812.50**
Subtotal	**$21,884.50**
Total Year 1	**$21,884.50**

Customer Information	
Customer Name: Mariposa County	Billing Email: khanner@mariposacounty.org Kirstyn Hanner

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Agreement

Customer Information	
Contact Name: Miles Menetrey	Billing Address: 5362 Lemee Lane, 95338, Mariposa, United States
Contact Email: no@no.com	Billing Frequency: Yearly
VAT No.: N/A	Billing currency: USD
Subscription Start Date: 01 Aug 2023	Hosting Location[1]: US Subscription period: 36 months

Subscription

The subscription to eloomi Infinite includes free hosting, maintenance, feature updates, and access for administrators to the in-app chat and help-articles. This agreement is regulated according to the eloomi Legal Terms in force from time to time (Terms & Conditions, Data Processing Agreement, Addendums, and Legal Notices: https://eloomi.com/legal/

[1]Hosting location only specify the chosen region in which customer data is stored. The choice of hosting location only applies to some specific services. Processing may be processed outside the chosen region.

The agreement enters in effect on the date it is signed by both parties.

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey
Mariposa County

Approved as to Legal Form:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSign Envelope ID: D1055A81-8F5F-429D-94AB-24D0495EC61E

Agreement

Chris McKinney
eloomi A/S

DocuSigned by:
DAEEF25256E94B6...

Chris Darwell
eloomi A/S

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Pricing Breakdown (36 months) & Exceptions Sheet

Period	**Total costs Per Fiscal Year**
Fiscal Year 23/24 (and remainder of FY 22/23)	$21,884.50
Fiscal Year 24/25	$16,884.50
Fiscal Year 255/26	$16,884.50
Total Costs for Contract Over Three (3) Year Period	$55,653.50

Early access granted in July (37 months for the price of 36). Billing will begin in August.

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ELOOMI TERMS AND CONDITIONS

Version 5.9 published December 15, 2022

1. ACCEPTANCE

1.1 The customer agrees to be bound by these terms when the customer has accepted the terms electronically or otherwise accepted in writing.

2 SERVICE

2.1 eloomi services are delivered as a software as a service application and based on the agreed subscription. eloomi reserves the right to continuously develop and improve its services, including their functionality in such a way as deemed appropriate or necessary by eloomi. eloomi may suspend or discontinue the customer subscribed services if critical short-term maintenance is needed or if customer balance is past due, support or service periods will be communicated to the customer on the eloomi support channels.

3 PRICING

3.1 Customer' invoice will be issued at time of contract signing or effective date. The customer can activate users within the agreed limit of users in the subscription period. Active users exceeding the agreed limit of users are automatically billed unless an extension of limit has been agreed upon in writing with eloomi. Other subscriptions than users are billed per service. In cases of subscribed to Extended Enterprise users the customer accepts those to be external users outside the customer's domain, otherwise they will be calculated as a default user.

3.2 All prices are in USD based on the subscription agreed and are exclusive of any applicable taxes, fees, levies, or duties imposed by tax authorities. eloomi reserves the right to change its prices at renewal.

3.3 Terms of payment is in advance of the commencement of the subscription period. In case of a multiyear subscription, the terms of payment are in advance of each 12 months of subscription. Invoices are due upon receipt, unless specified un writing. If payment is made through credit card services or similar transaction services, related transactions fees will be billed to the customer. For credit card payments, any upgrade in subscription or additional purchases, the credit card provided will automatically be charged the new subscription for the remainder of the subscription period, and for any downgrade in the subscription the charge will be reduced in the next subscription period from renewal, with at minimum one month's written notice before the end of the subscription period. All payments and billing are non-refundable.

3.4 In the event of late payment, eloomi may charge interest from the due date at the maximum allowed statutory rate. eloomi reserves the right to close the customer's access to the eloomi services without notice if payment has not been made on time. If the access is closed, the customer is still under an obligation to pay according to the subscription.

4 SUPPORT

4.1 If Customer experiences any errors, bugs, or other issues in its use of the Services, then eloomi will use commercially reasonable efforts to respond as soon as possible ("Support") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription set forth on the Order Form or Master Agreement, and will only be available for administrators. Customer will send any Support requests to eloomi via email support@eloomi.com. eloomi undertakes to respond within a reasonable timeframe and no later than next business day, defined as Monday to Friday CET and EST time zones, excluding public holidays.

4.2 The service level agreement is informed on the eloomi support channels. Service plan is informed as part of the subscription. In the event of a critical defect (e.g., a main functionality does not work as intended or the platform is inaccessible) the customer can document in writing to eloomi. eloomi shall, as soon as reasonably possible, start remedying the critical defect and will communicate timing and functionality updates with the customer.

4.3 Services are provided according to international and recognized standards with a high security focus with among other audited and certified to ISAE3000 and GDPR compliant. eloomi performs 24/7/365 monitoring of services, and eloomi employees are audited and 100% compliant to the IT-Security-Policy and bound by confidentiality clauses in the employee service agreements.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The customer acknowledges and accepts that eloomi is the owner of all rights to the eloomi software, the services used and other intellectual property rights. The subscription does not entail any reassignment of such rights but only that the customer can use such rights in compliance with the agreed terms. The customer may not duplicate, copy, or reuse any portion of the eloomi platform, services, visual design elements or concepts without express written permission from eloomi. The customer will be liable by law in case of violation. The customer may not use the service for any illegal or unauthorized purpose~~. Not,~~ or in the use of the service, violate any laws (including but not limited to copyright laws). eloomi acknowledges and accepts that the customer is the owner of all rights to the customer data and content created by the customer and that this subscription does not entail any reassignment of such rights to eloomi.

5.2 eloomi can offer subscription access to third-party e-learning content providers. The customer acknowledges that eloomi is not the publisher of third-party e-learning content, and the purchase of any content subscription through eloomi and access to this content, quality, features, updates, replacements and similar, are subject to the content providers' separate terms informed on eloomi.com. Moreover, the customer acknowledges that the use of the content is not deemed to create any liability or responsibility for eloomi. Such content providers are not sub-contractors to eloomi, and the customer has the full liability regarding necessary data protection and any data processing performed by such providers under all applicable laws.

5.3 eloomi reserves the right to remove or delete any unlawful or unapproved content and any content where eloomi determines the existence of potential copyright~~write~~ infringement issues.

5.4 The customer will indemnify eloomi for any violation of section 5. INTELLECTIAL PROPERTY RIGHTS.

6 LIABILITIES

6.1 eloomi's liability for any loss or damage is limited to the sum of the customer's payments received by eloomi in the previous 12-month period of the service on which the claim is based. eloomi and its management and employees are not liable for the customer's indirect, or consequential losses. If customer utilizes the eloomi product and services in an unlawful or unintended manner, eloomi and its management and employees are not liable for the customer's direct, indirect, or consequential losses. The customer understands and agrees that the services may from time to time contain minor software bugs, as services are in ongoing development and ongoing feature updates will be provided. The customer is responsible for maintaining the security of the access and passwords. eloomi cannot and will not be liable for any loss or damage from the customer failure to comply with this security obligation. Neither Party shall be liable in case of force majeure or other circumstances beyond the parties' direct control (except for failure to pay fees), including any liability for free products and services, trials and pilot versions and non-paid subscriptions. As in section 5.2, such circumstances also cover third-party e-learning content providers and other services outside of eloomi control.

7 RIGHTS

7.1 The customer is not entitled to assign their rights and obligations under the subscription to a third-party without eloomi's acceptance unless a new assigned third-party acquires the majority of the customer and fulfils the subscription.

7.2 The customer and eloomi agree to mutual non-disclosure and confidentiality, and to keep all circumstances secret vis-a-vis any unauthorized third-party to which a party has obtained non-public and confidential knowledge about the other party or its activities because of the cooperation. The customers users with administrator rights may receive e-mails with information and can always choose preferences and unsubscribe.

8 TERMINATION

8.1 Either party may terminate the subscription at minimum one month's written notice before the end of the subscription period (Notice Period). Payments already made, including prepayments or billing, are not reimbursed in the event of termination. Both parties are obligated to fulfil the full subscription in case of termination and the customer is obligated to pay any non-billed amounts within the subscription period. On expiry of the subscription the customer has the right to export own data from the services within 20 business days after the expiry of the subscription. eloomi can, on request, export the data in standard format. After expiry of the said period, eloomi has the right to delete the customer's data, but subject to clause 10. If the subscription is not terminated withing the Notice Period, the customer accepts that eloomi will renew the same subscription regardless of whether the services are used or not. The customer is solely responsible for properly cancelling the account.

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8.2 eloomi, in its sole discretion, has the right to suspend or terminate the services at any time and without prior notice in case of fraudulent, criminal, grossly negligent or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of the customers obligations hereunder, and/or demonstrated usage negatively impacting the performance of the services, and/or grossly negligent breach of the terms. For free versions and trials, eloomi, in its sole discretion, has the right to suspend customer access if the customer has not used the free versions and trials in a 3-month period.

9 LAW AND VENUE

9.1 Any dispute must be determined in accordance with the applicable law or jurisdiction as defined in this agreement. Customers may select Danish law, and each party submits to the jurisdiction of the District Court of Copenhagen, Denmark. United Kingdom customers can choose in accordance with the laws of England and Wales. United States customers can choose in accordance with the State of Delaware. Any dispute will be carried out in the English language.

9.2 If any part of these terms is deemed to be unlawful and invalid and thus unenforceable, this will not affect the validity and the enforcement of the remaining parts of these terms.

10 DATA PROCESSING AGREEMENT

10.1 eloomi complies with GDPR regulations and the Data Processing Agreement can be viewed at eloomi.com.

10.2 Customers agree to grant eloomi permission to use any subcontractors for eloomi products and services, and to carry out changes of subcontractors at any time.

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Statement of Work: eloomi Implementation and Integration

Project Overview:
This Statement of Work (SOW) outlines the scope of work and deliverables for the implementation and integration of eloomi, a cloud-based learning management system. The objective of this project is to successfully integrate and deploy eloomi within Mariposa County's organization, enabling efficient and effective learning management and process improvements.

Project Objectives:
The primary objectives of this project are as follows:
a) Implement eloomi's learning management system (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

Project Scope:
a) Project Kickoff: Conduct an initial project kickoff meeting to introduce your onboarding and account management team (Customer Success Manager, Implementation Specialist and Account Manager), align project goals, establish communication channels, and define the roles and responsibilities of the project team members.
b) Requirements Gathering and Analysis: Collaborate with Mariposa County to gather detailed business requirements, review existing processes, and define the scope of eloomi implementation and integration.
c) System Configuration: Configure eloomi to match Mariposa County's organizational structure, including setting up user roles, permissions, and access controls, as well as customizing workflows, notifications, and reporting. This will include HRIS integration to Oracle.
d) Customization: Customize eloomi's modules, dashboards, and workflows to align with Mariposa County's branding and business processes.
e) Training and Documentation: Conduct comprehensive training sessions for administrators, providing them with the necessary knowledge and skills to effectively use eloomi. Develop user manuals and documentation to support ongoing system usage and maintenance.
f) Stabilization and Support: Provide post-implementation support during the stabilization phase, addressing any technical or operational issues that arise. Offer ongoing support options beyond the project timeline, if required.

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eloomi Standardized Process from Project and Timeline:
The project timeline will be defined in collaboration with Mariposa County, taking into consideration the complexity of the implementation and integration, the availability of resources, and any specific milestones or deadlines. The typical timeline is 4-12 weeks.

Roles and Responsibilities for Implementation:
The following roles and responsibilities will be established for the project:

- Mariposa County: Provide access to necessary resources, including data, subject matter experts, and system administrators. Collaborate in requirements gathering, testing, and training processes.
- eloomi Customer Success Manager (CSM) Team: Responsible for configuring and customizing eloomi, conducting data migration, integrating with existing systems, and providing technical expertise.
- Mariposa County Administrators and Users: Participate actively in requirements gathering, provide feedback during testing, and actively engage in training sessions.

The project will be considered successfully completed when:
eloomi is implemented and integrated according to the defined scope and requirements.
eloomi's functionalities are thoroughly tested and validated by Mariposa County.
Training sessions are conducted, and users imported into the platform.

Supporting Documents Attached Below.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-127

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2023-2024 in the Amount of $134,947; Authorize the Board of Supervisors Chair to Sign the Certification Statements; and Ratify the Health and Human Services Director to Sign the California Children's Services (CCS) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Ratify the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2023-2024 in the Amount of $134,947; Authorize the Board of Supervisors Chair to Sign the Certification Statements; and Ratify the Health and Human Services Director to Sign the California Children's Services (CCS) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel).

This Agreement is being ratified outside the current BOS policy due to time limitations. We received delayed notification of this grant on 11/26/23 and signed documents were due 12/26/23 leaving minimal time for grant preparation and obtaining BOS approval. This Agreement is being signed by the Health and Human Services Agency Director at the request of the State.

This Plan and Budget Encompasses $100,700 for the CCS Program, $12,000 for the Health Care Program for Children in Foster Care (HCPCFC) Program, $14,634 for Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight (HCPCFC-PMM&O) Program and $7,613 for Health Care Program for Children in Foster Care (HCPCFC) Caseload Relief Program.

The CCS Program provides payment for services for children with medically eligible conditions, including diagnosis, treatment and services for physically handicapped children. State and County must by law, share in the administrative costs (H&S Code 268[a]) and Diagnosis Therapy and Treatment (DTT) Services of the CCS Program at the local level (H&S Code 265[a][b][d].

The Health Care Program for HCPCFC provides for a Foster Care Public Health Nurse (PHN) under Section 16501.3(b) of the Welfare and Institutions Code to monitor children in foster care.
The HCPCFC-PMM&O program includes the collaboration between HCPCFC Public Health Nurse and Child Welfare Services and Probation in following the health management of Foster Children regarding psychotropic medications.

The HCPCFC-Caseload Relief Program assists local HCPCFC programs in reducing PHN caseloads. These on-going programs, [CCS, HCPCFC, HCPCFC-PMM&O and HCPCFC Caseload Relief], are State-mandated. The State has combined these four programs into Children's Medical Services Program (CMS).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board previously approved and signed CMS Plans & Budgets per RES# 2019- 65, Res# 2017-772, Res# 2016-621

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Elimination of these mandated programs may be a violation of State Law

FINANCIAL IMPACT

None. Funds Budgeted.

ATTACHMENTS

1. **FY 2324 CCS Certification Statement**
2. **FY 2324 Agency Information Sheet**
3. **CCS-IN-FY-23-24-Allocation Letter**
4. **FY 2324 CCS Admin signed Budget Documents**
5. **FY 2324 HCPCFC Certification Statement**
6. **FY 2324 Agency Information Sheet**
7. **FY-2023-24-HCPCFC-Allocation-Letter**
8. **FY 2324 HCPCFC Base Budget signed**
9. **FY 2324 PMM&O Budget signed**
10. **FY 2324 Caseload Relief Budget signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

State of California - Health and Human Services Agency | Department of Health Services - Children's Medical Services

Certification Statement - California Children's Services (CCS)

County/City: **Mariposa County**	Fiscal Year: 2023-2024

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

[signature]	1/19/2024
Signature of CCS Administrator	Date Signed

[signature]	1/23/24
Signature of Director or Health Officer	Date Signed

[signature] Director	1/22/24
Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

Agency Information Sheet

County/City: Mariposa County **Fiscal Year:** 2023-2024

Official Agency

Name:	Health and Human Services Agency	Address:	Post Office Box 99
	Public Health Department		Mariposa, CA 95338
Health Officer	Eric Sergienko, MD, MPH		

CMS Director (if applicable)

Name:		Address:	
Phone:			
Fax:		E-Mail:	

CCS Administrator

Name:	Kimberly Ballard	Address:	Post Office Box 5
Phone:	(209) 966-3689		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	kballard@mariposacounty.org

CHDP Director

Name:	N/A	Address:	
Phone:			
Fax:		E-Mail:	

CHDP Deputy Director

Name:	N/A	Address:	
Phone:			
Fax:		E-Mail:	

Clerk of the Board of Supervisors or City Council

Name:	Danielle Bondshu	Address:	Post Office Box 784
Phone:	(209) 966-3222		Mariposa, CA 95338
Fax:	(209) 966-5147	E-Mail:	dbondshu@mariposacounty.org

Director of Health and Human Services

Name:	Joe Lynch		Post Office Box 99
Phone:	(209) 966-2000		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	jlynch@mariposahsc.org

Chief Probation Officer

Name:	Ryan Oliphant		Post Office Box 76
Phone:	(209) 966-3612		Mariposa, CA 95338
Fax:	(209) 742-5961	E-Mail:	roliphant@mariposacounty.org

DHCS
CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES
Michelle Baass | Director

DATE: October 26, 2023

CCS Information Notice: 23-05

TO: All Local County California Children's Services Program Administrators, California Children's Services Medical Consultants, and Integrated Systems of Care Division Staff

SUBJECT: Fiscal Year 2023-2024 County Allocations for California Children's Services County Administration and the California Children's Services Medical Therapy Program

The purpose of this California Children's Services (CCS) Information Notice is to provide county CCS Programs with their CCS Program County Administrative and Medical Therapy Program (MTP) approved budget allocations for fiscal year (FY) 2023-24. The Department of Health Care Services (DHCS) calculated the allocations based on the FY 2023-24 County Administration and MTP baseline budget. Additionally, DHCS calculated the allocations in collaboration with the Budget Allocation Workgroup of the CCS Program Executive Committee. DHCS will not issue individual county budget notices.

Each county remains responsible for overseeing and tracking its administrative budget and MTP expenditures and will only be reimbursed up to the county's authorized allocation. In addition, counties cannot shift funding between CCS Program participation categories (i.e., "straight" CCS, CCS/Medi-Cal, and CCS/Optional Targeted Low Income Children Program).

County CCS Programs must adhere to DHCS guidelines for determination of enhanced and non-enhanced designation of local county CCS Program staff. The documentation for skilled professional medical personnel who qualify for enhanced Federal Financial Participation (FFP) or who work on more than one program must conform to the FFP time study requirements and guidelines.

County CCS Programs must maintain an audit file. At a minimum this audit file should include:

1. Documentation on required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under FFP.

2. Documentation in support of training and travel costs and other claimed operational expenditures.

3. Documentation in support of claimed internal and external overhead costs.

Counties should maintain and be able to produce the audit file to State and Federal regulators within seven (7) calendar days of a request.

County CCS Programs are expected to comply with all Federal and State requirements pertaining to the CCS Program and must adhere to all applicable Department policies and procedures. Counties should also submit invoices based only on actual CCS Program Administration, MTP expenditures, and in accordance with Section 7, Expenditure Claims and Property Management of the Plan and Fiscal Guidelines (PFG) manual.

Counties are required to submit CCS Program plans and budgets for FY 2023-24 no later than sixty (60) days from the date of this Information Notice. Please submit your plans and budgets electronically to the ISCD Budget Portal. Information on accessing the ISCD Budget Portal will be sent under separate cover.

For fiscal questions and/or requests, please contact the Integrated Systems of Care Division's Fiscal Unit at ISCDFiscal@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY

Cortney Maslyn, Chief
Integrated Systems of Care Division
Department of Health Care Services

Attachments:
CCS Administrative Allocation
CCS Medical Therapy Program Allocations

DHCS
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

Department of Health Care Services
Integrated System of Care Division
CCS Admin Allocation State/Federal Allocation FY 2023-2024

County		CCS ADMIN ALLOCATION	MC/OTLICP TOTAL ALLOCATION (GF/FF)	MC/OTLICP GF ONLY	MC/OTLICP FF ONLY (Title 21)	TOTAL MEDI-CAL ALLOCATION	MC GF ONLY	MC FF Only (Title 19)
#	**Total Allocation**	**$11,842,000**	**$22,482,147**	**$5,662,833**	**$16,819,314**	**$164,632,853**	**$65,675,167**	**$98,957,686**
1	Alameda	$1,496,348	$1,144,088	$299,102	$844,985	$8,401,554	$3,070,442	$5,331,112
2	Alpine	$0	$0	$0	$0	$51,981	$25,043	$26,938
3	Amador	$4,552	$26,308	$6,613	$19,695	$165,881	$79,917	$85,964
4	Butte	$27,427	$111,341	$26,686	$84,655	$908,118	$368,806	$539,312
5	Calaveras	$6,769	$8,633	$2,170	$6,463	$78,333	$37,739	$40,594
6	Colusa	$7,388	$62,506	$15,712	$46,793	$229,861	$110,741	$119,120
7	Contra Costa	$525,664	$861,990	$216,686	$645,303	$4,567,547	$1,784,600	$2,782,948
8	Del Norte	$17,002	$10,716	$2,694	$8,022	$83,025	$39,987	$43,038
9	El Dorado	$28,883	$62,612	$15,739	$46,872	$464,679	$205,560	$259,119
10	Fresno	$272,475	$580,288	$145,872	$434,415	$6,885,799	$2,508,681	$4,377,118
11	Glenn	$5,316	$30,963	$7,784	$23,179	$216,088	$86,895	$129,192
12	Humboldt	$40,652	$51,573	$12,965	$38,608	$458,705	$187,693	$271,012
13	Imperial	$42,477	$63,747	$18,096	$45,651	$543,711	$203,064	$340,647
14	Inyo	$8,920	$9,499	$2,388	$7,111	$95,513	$43,950	$51,563
15	Kern	$225,301	$455,026	$114,385	$340,642	$4,085,842	$1,968,453	$2,117,388
16	Kings	$31,862	$69,955	$17,585	$52,370	$647,763	$253,384	$394,379
17	Lake	$3,039	$23,707	$5,959	$17,748	$232,802	$82,825	$149,977
18	Lassen	$584	$4,455	$1,119	$3,336	$39,811	$19,180	$20,631
19	Los Angeles	$3,819,772	$5,570,386	$1,400,283	$4,170,103	$45,790,397	$16,571,425	$29,218,973

DHCS
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

Department of Health Care Services
Integrated System of Care Division
CCS Admin Allocation State/Federal Allocation FY 2023-2024

County		CCS ADMIN ALLOCATION	MC/OTLICP TOTAL ALLOCATION (GF/FF)	MC/OTLICP GF ONLY	MC/OTLICP FF ONLY (Title 21)	TOTAL MEDI-CAL ALLOCATION	MC GF ONLY	MC FF Only (Title 19)
20	Madera	$63,893	$138,004	$34,692	$103,312	$1,062,696	$478,924	$583,772
21	Marin	$73,059	$114,519	$28,788	$85,731	$795,797	$383,395	$412,402
22	Mariposa	$6,974	$4,835	$1,215	$3,620	$100,703	$48,516	$52,187
23	Mendocino	$11,152	$35,566	$8,940	$26,626	$279,261	$134,541	$144,720
24	Merced	$28,253	$170,194	$42,784	$127,410	$1,257,649	$545,955	$711,694
25	Modoc	$1,480	$8,205	$2,063	$6,142	$68,733	$33,114	$35,619
26	Mono	$25,037	$43,399	$10,910	$32,489	$195,375	$88,199	$107,176
27	Monterey	$50,982	$160,925	$40,453	$120,471	$1,141,887	$491,461	$650,426
28	Napa	$39,271	$126,235	$31,733	$94,502	$567,014	$210,029	$356,986
29	Nevada	$34,903	$66,546	$16,728	$49,818	$367,252	$176,933	$190,319
30	Orange	$486,428	$866,665	$217,862	$648,803	$5,084,696	$1,958,263	$3,126,434
31	Placer	$98,533	$280,773	$70,621	$210,152	$1,253,567	$603,936	$649,631
32	Plumas	$8,858	$12,282	$3,088	$9,194	$68,345	$32,927	$35,418
33	Riverside	$678,672	$1,868,610	$469,731	$1,398,879	$11,907,257	$4,635,936	$7,271,321
34	Sacramento	$276,556	$830,572	$208,789	$621,783	$7,347,834	$3,026,150	$4,321,684
35	San Benito	$23,478	$22,603	$5,682	$16,922	$155,784	$75,053	$80,731
36	San Bernardino	$426,218	$1,335,035	$335,601	$999,434	$11,584,898	$5,581,305	$6,003,592
37	San Diego	$834,216	$1,909,831	$480,093	$1,429,738	$12,371,687	$5,233,969	$7,137,718
38	San Francisco	$219,922	$446,526	$112,247	$334,279	$3,299,464	$1,589,597	$1,709,867
39	San Joaquin	$189,938	$733,005	$184,262	$548,742	$4,712,889	$1,892,848	$2,820,040

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

Department of Health Care Services
Integrated System of Care Division
CCS Admin Allocation State/Federal Allocation FY 2023-2024

County		CCS ADMIN ALLOCATION	MC/OTLICP TOTAL ALLOCATION (GF/FF)	MC/OTLICP GF ONLY	MC/OTLICP FF ONLY (Title 21)	TOTAL MEDI-CAL ALLOCATION	MC GF ONLY	MC FF Only (Title 19)
40	San Luis Obispo	$102,807	$104,540	$26,279	$78,261	$699,312	$274,479	$424,833
41	San Mateo	$204,695	$136,003	$34,188	$101,815	$1,040,383	$392,762	$647,620
42	Santa Barbara	$89,623	$147,883	$37,175	$110,708	$1,038,457	$500,302	$538,155
43	Santa Clara	$519,855	$1,458,135	$366,546	$1,091,589	$7,604,859	$2,802,272	$4,802,587
44	Santa Cruz	$34,044	$73,584	$18,497	$55,086	$727,261	$284,203	$443,057
45	Shasta	$28,722	$79,334	$19,942	$59,391	$821,489	$395,772	$425,717
46	Sierra	$0	$0	$0	$0	$34,170	$16,462	$17,708
47	Siskiyou	$15,883	$14,494	$3,643	$10,851	$148,337	$53,419	$94,919
48	Solano	$47,332	$121,537	$30,552	$90,985	$928,476	$347,955	$580,522
49	Sonoma	$73,567	$244,523	$61,468	$183,055	$1,201,337	$518,023	$683,314
50	Stanislaus	$118,923	$338,441	$85,077	$253,364	$2,469,948	$973,942	$1,496,006
51	Sutter	$15,338	$77,484	$19,478	$58,006	$616,637	$297,080	$319,557
52	Tehama	$26,057	$28,390	$7,136	$21,254	$242,072	$105,154	$136,918
53	Trinity	$3,487	$4,027	$1,013	$3,014	$58,510	$28,189	$30,322
54	Tulare	$101,717	$307,785	$77,371	$230,415	$3,172,803	$1,336,438	$1,836,365
55	Tuolumne	$26,852	$26,233	$6,594	$19,638	$173,233	$69,569	$103,665
56	Ventura	$228,732	$848,232	$213,228	$635,003	$5,065,356	$1,945,566	$3,119,790
57	Yolo	$50,055	$105,805	$26,598	$79,207	$594,527	$259,157	$335,370
58	Yuba	$12,056	$43,597	$9,924	$33,673	$425,489	$204,989	$220,499

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

Department of Health Care Services
Integrated System of Care Division
CCS Admin Allocation State/Federal Allocation FY 2023-2024

County		CCS Medical Therapy Program Allocation
#	**Total Allocation**	**$71,021,000**
1	Alameda	$3,748,555
2	Alpine**	$0
3	Amador **	$0
4	Butte	$318,650
5	Calaveras	$92,652
6	Colusa**	$0
7	Contra Costa	$2,401,223
8	Del Norte**	$0
9	El Dorado	$327,561
10	Fresno	$1,645,545
11	Glenn	$25,516
12	Humboldt	$423,745
13	Imperial	$212,691
14	Inyo	$10,771*
15	Kern	$1,308,585
16	Kings	$113,585
17	Lake	$180,670
18	Lassen**	$0
19	Los Angeles	$15,105,907
20	Madera	$311,601
21	Marin	$495,280
22	Mariposa**	$0
23	Mendocino	$43,004
24	Merced	$816,802
25	Modoc**	$0
26	Mono	$7,942*
27	Monterey	$1,055,141
28	Napa	$553,614
29	Nevada	$207,800
30	Orange	$6,918,820
31	Placer	$377,122
32	Plumas**	$0
33	Riverside	$5,401,281

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

Department of Health Care Services
Integrated System of Care Division
CCS Admin Allocation State/Federal Allocation FY 2023-2024

County		CCS Medical Therapy Program Allocation
34	Sacramento	$1,254,708
35	San Benito	$153,232
36	San Bernardino	$3,591,334
37	San Diego	$4,858,062
38	San Francisco	$1,575,020
39	San Joaquin	$952,572
40	San Luis Obispo	$939,603
41	San Mateo	$1,386,615
42	Santa Barbara	$1,841,883
43	Santa Clara	$4,768,305
44	Santa Cruz	$523,969
45	Shasta	$511,003
46	Sierra**	$0
47	Siskiyou**	$0
48	Solano	$236,333
49	Sonoma	$1,589,758
50	Stanislaus	$1,040,045
51	Sutter	$76,810
52	Tehama	$15,643
53	Trinity**	$0
54	Tulare	$700,261
55	Tuolumne	$36,514
56	Ventura	$2,416,380
57	Yolo	$435,548
58	Yuba	$13,341

*AB 3632
** No MTU

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	7	9.21%
OTLICP - Total Cases of Open (Active) OTLICP Children	5	6.58%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	64	84.21%
TOTAL CCS CASELOAD	76	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2023-24

County: Mariposa

CALIFORNIA DEPAR
HEALTH CARE S

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense													
Program Administration													
1. Kimberly Ballard, Deputy Director Public Health	1.00%	101,055	1,011	9.21%	94	6.58%	67	84.21%	852			100.00%	852
2. Diane Robarge, Administrative Analyst	6.00%	87,753	5,265	9.21%	485	6.58%	347	84.21%	4,434			100.00%	4,434
3. Employee Name, Position	0.00%	0	0	9.21%	0	6.58%	0	84.21%	0			100.00%	0
Subtotal		188,808	6,276		579		414		5,286				5,286
Medical Case Management													
1. Rebecca Ballinger, Public Health Nurse	12.00%	131,462	15,775	9.21%	1,453	6.58%	1,038	84.21%	13,284	0.00%	0	100.00%	13,284
Subtotal		131,462	15,775		1,453		1,038		13,284		0		13,284
Other Health Care Professionals													
1. Margarita King, Public Health Nurse Manager	2.00%	135,608	2,712	9.21%	250	6.58%	178	84.21%	2,284	0.00%	0	100.00%	2,284
Subtotal		135,608	2,712		250		178		2,284		0		2,284
Ancillary Support													
1. Glenda Adams, Social Worker II	23.55%	63,017	14,841	9.21%	1,367	6.58%	976	84.21%	12,498			100.00%	12,498
2. Lisa Bello, Office Technician	4.00%	66,166	2,647	9.21%	244	6.58%	174	84.21%	2,229			100.00%	2,229
5. Employee Name, Position	0.00%	0	0	9.21%	0	6.58%	0	84.21%	0			100.00%	0
Subtotal		129,183	17,488		1,611		1,150		14,727				14,727
Clerical and Claims Support													
1. Dana White, Accounting Technician	6.00%	57,967	3,478	9.21%	320	6.58%	229	84.21%	2,929	0.00%	0	100.00%	2,929
2. Glenda Adams, Social Worker II	15.00%	66,166	9,925	9.21%	914	6.58%	653	84.21%	8,358	0.00%	0	100.00%	8,358
3. Employee Name, Position	0.00%	0	0	9.21%	0	6.58%	0	84.21%	0	0.00%	0	100.00%	0
Subtotal		124,133	13,403		1,234		882		11,287		0		11,287
Total Salaries and Wages			55,654	9.21%	5,126	6.58%	3,661	84.21%	46,868	0.00%	0	100.00%	46,868
Staff Benefits (Specify %) 35.94%			20,838	9.21%	1,920	6.58%	1,371	84.21%	17,548		0		17,548
I. Total Personnel Expense			76,492	9.21%	7,046	6.58%	5,032	84.21%	64,416		0		64,416
II. Operating Expense													
1. Travel			0	9.21%	0	6.58%	0	84.21%	0	0.00%	0	100.00%	0
2. Training			0	9.21%	0	6.58%	0	84.21%	0	0.00%	0	100.00%	0
3. Services and Supplier			1,385	9.21%	128	6.58%	91	84.21%	1,166			100.00%	1,166
4. Utilities			200	9.21%	18	6.58%	13	84.21%	168			100.00%	168
II. Total Operating Expense			1,585		146		104		1,334		0		1,334
III. Capital Expense													
1.				9.21%	0	6.58%	0	84.21%	0				0
III. Total Capital Expense			0		0		0		0				0
IV. Indirect Expense													
1. Indirect Cost Rate 25.00%			19,123	9.21%	1,761	6.58%	1,258	84.21%	16,104			100.00%	16,104

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	7	9.21%
OTLICP - Total Cases of Open (Active) OTLICP Children	5	6.58%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	64	84.21%
TOTAL CCS CASELOAD	76	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2023-24

County: Mariposa

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 +6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
V. Other Expense													
1. Maintenance & Transportation			3,500	9.21%	322	6.58%	230	84.21%	2,947			100.00%	2,947
2.				9.21%	0	6.58%	0	84.21%	0			100.00%	0
V. Total Other Expense			3,500		322		230		2,947				2,947
Budget Grand Total			100,700		9,275		6,624		84,801		0		84,801

Diane R. Robarge — Prepared By (Signature)

Diane Robarge — Prepared By (Printed Name)

1/22/24 — Date Prepared

(209) 742-0953 — Phone Number

Kimberly Ballard — CCS Administrator (Signature)

Kimberly Ballard — CCS Administrator (Printed Name)

1/9/2024 — Date Signed

(209) 966-3689 — Phone Number

State of California – Health and Human Services Agency
Revised 05/16/23

Department of Health Care Services – Integrated Systems of Care Division

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	7	9.21%
OTLICP - Total Cases of Open (Active) OTLICP Children	5	6.58%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	64	84.21%
TOTAL CCS CASELOAD	76	100%

CCS Administrative Baseline Budget Summary

Fiscal Year: 2023-24

County: Mariposa

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	76,492	7,046	5,032	64,416	0	64,416
II. Total Operating Expense	1,585	146	104	1,334	0	1,334
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	19,123	1,761	1,258	16,104		16,104
V. Total Other Expense	3,500	322	230	2,947		2,947
Budget Grand Total	100,700	9,275	6,624	84,801	0	84,801

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	4,637	4,637				
County	4,638	4,638				
OTLICP						
State	1,159		1,159			
County	1,159		1,159			
Federal (Title XXI)	4,306		4,306			
Medi-Cal						
State (48,516)	42,401			42,401	0	42,401
Federal (Title XIX) ($52,187)	42,400			42,400	0	42,400

Diane Robarge — Prepared By (Signature)

Diane Robarge — Prepared By (Printed Name)

drobarge@mariposacounty.org — Email Address

Kimberly Ballard — CCS Administrator (Signature)

Kimberly Ballard — CCS Administrator (Printed Name)

kballard@mariposacounty.org — Email Address

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Health Care Program for Children in Foster Care
Certification Statement

County/City: Mariposa **Fiscal Year:** 2023-24

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Margaret Reiz — 1/24/2024

Signature of HCPCFC Director/County Authorized Representative — Date Signed

1/25/24

Signature of Director or Health Officer — Date Signed

- DIRECTOR — 1/22/24

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date Signed

Agency Information Sheet

County/City: Mariposa County **Fiscal Year:** 2023-2024

Official Agency HCPCFC

Name:	Health and Human Services Agency	Address:	Post Office Box 99
	Public Health Department		Mariposa, CA 95338
Health Officer	Eric Sergienko, MD, MPH		

CMS Director (if applicable)

Name:		Address:	
Phone:			
Fax:		E-Mail:	

HCPCFC Administrator

Name:	Margarita King	Address:	Post Office Box 5
Phone:	(209) 966-3689		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	Margaritaking@mariposacounty.org

HCPCFC Director

Name:	N/A	Address:	
Phone:			
Fax:		E-Mail:	

HCPCFC Deputy Director

Name:	N/A	Address:	
Phone:			
Fax:		E-Mail:	

Clerk of the Board of Supervisors or City Council

Name:	Danielle Bondshu	Address:	Post Office Box 784
Phone:	(209) 966-3222		Mariposa, CA 95338
Fax:	(209) 966-5147	E-Mail:	dbondshu@mariposacounty.org

Director of Health and Human Services

Name:	Joe Lynch		Post Office Box 99
Phone:	(209) 966-2000		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	jlynch@mariposahsc.org

Chief Probation Officer

Name:	Ryan Oliphant		Post Office Box 76
Phone:	(209) 966-3612		Mariposa, CA 95338
Fax:	(209) 742-5961	E-Mail:	roliphant@mariposacounty.org

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES
Michelle Baass | Director

JULY 1, 2023

HCPCFC PROGRAM LETTER: 23-01

TO: CHILD HEALTH & DISABILITY PREVENTION PROGRAM DIRECTORS, DEPUTY DIRECTORS, HEALTHCARE PROGRAM FOR CHILDREN IN FOSTER CARE ADMINISTRATORS, MEDICAL CONSULTANTS, AND DEPARTMENT OF HEALTH CARE SERVICES STAFF

SUBJECT: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE FISCAL YEAR 2023-2024 ALLOCATION

The purpose of this letter is to provide Health Care Programs for Children in Foster Care (HCPCFC) with their Fiscal Year (FY) 2023-2024 allocation.

This letter serves as each local program's approved state HCPCFC budget and enables each local program to use this letter to develop its budget. Budget approval letters will not be issued. Detailed budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFG).

Acceptance of funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HCPCFC program and adhere to all applicable policies and procedures set forth by the Department of Social Services and the Department of Health Care Services. Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HCPCFC program audit exception, are the exclusive and sole responsibility of each local program.

Each local program remains responsible for overseeing and tracking its expenditures. An audit file must be maintained. At a minimum this audit file should include:

- Documentation of required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
- Documentation in support of claimed expenditures.
- Documentation to demonstrate compliance with all federal and state requirements pertaining to the HCPCFC program, and adherence to all

applicable policies and procedures set forth by the Department of Social Services and the Department of Health Care Services.

Counties should maintain and be prepared to produce the audit file to State and Federal entities within seven (7) calendar days of a request.

Budget Reporting Instructions

- Utilize the HCPCFC Budget Workbook.

  Budget workbooks may be found in the Templates section of the ISCD Budget Portal[1] and by requested to HCPCFC@dhcs.ca.gov. Questions regarding the ISCD Budget Portal may be directed to ISCDFiscal@dhcs.ca.gov.

- Sign electronically using Adobe Acrobat Pro DC Self-signed with Digital ID[2] function or DocuSign.[3]

  If access to either of these options is not available, scanned signature will be accepted, with the original kept in the local audit file. Electronic signature will be required in FY 2024-25.

- Submit electronically to the ISCD Budget Portal.

- Submit only two documents to the ISCD Budget Portal:
  - One Excel version of the HCPCFC Budget Workbook
    and
  - One signed PDF version of the HCPCFC Budget Workbook

- Submit only the information requested in the HCPCFC Budget Workbook. Be prepared to provide ISCD with additional documentation to demonstrate compliance with program requirements, upon request.

- Submit by September 15, 2023.

  If all necessary signatures cannot be obtained by this date, submit completed excel workbooks by the deadline and contact HCPCFC@dhcs.ca.gov to request an extension for submission of required signatures.

---

1 ISCD Budget Portal
2 Manage Digital IDS in Adobe
3 Docusign, How to Sign a Document

Child Health and Disability Prevention (CHDP) Transition

As announced in CHDP Program Letter and Provider Notices 22-02[4] and 22-06,[5] the CHDP program will be discontinued effective July 1, 2024. Information regarding the transition, including opportunities for stakeholder engagement, can be found on the CHDP Transition webpage.[6] Alternative resources and further information regarding the transition of specific activities to existing delivery systems will be integrated into the CHDP Program webpage[7] and the HCPCFC Program webpage[8] in the coming months.

Contact Information

Questions regarding the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to the central program inbox: HCPCFC@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY CORTNEY MASLYN

Cortney Maslyn, Chief
Integrated Systems of Care Division
Department of Health Care Services

Attachments:

1. FY 2023-24 HCPCFC Allocation Tables
    A. Base Allocation
    B. Psychotropic Medication Monitoring & Oversight
    C. Caseload Relief

4 CHDP Provider Information Notice 22-02
5 CHDP Provider Information Notice 22-06
6 CHDP Transition Webpage
7 CHDP Program Webpage
8 HCPCFC Program Webpage

Attachment 1A:
Health Care Program For Children in Foster Care
Base Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$177,822	$533,467	$711,289
Alpine	$3,000	$9,000	$12,000
Amador	$8,244	$24,733	$32,978
Butte	$69,351	$208,052	$277,403
Calaveras	$11,801	$35,403	$47,204
Colusa	$5,820	$17,459	$23,279
Contra Costa	$98,126	$294,377	$392,502
Del Norte	$17,459	$52,377	$69,836
El Dorado	$19,884	$59,651	$79,535
Fresno	$408,991	$1,226,973	$1,635,964
Glenn	$7,598	$22,794	$30,391
Humboldt	$55,772	$167,315	$223,086
Imperial	$57,873	$173,619	$231,492
Inyo	$3,000	$9,000	$12,000
Kern	$304,076	$912,228	$1,216,304
Kings	$54,155	$162,465	$216,620
Lake	$13,902	$41,707	$55,610
Lassen	$10,346	$31,038	$41,384
Los Angeles	$2,970,116	$8,910,347	$11,880,463
Madera	$42,192	$126,577	$168,769
Marin	$13,902	$41,707	$55,610
Mariposa	$3,000	$9,000	$12,000
Mendocino	$34,918	$104,753	$139,671
Merced	$89,396	$268,188	$357,584
Modoc	$2,425	$7,275	$9,699
Mono	$3,000	$9,000	$12,000
Monterey	$33,625	$100,874	$134,498
Napa	$15,519	$46,557	$62,076
Nevada	$7,436	$22,309	$29,745
Orange	$400,423	$1,201,270	$1,601,693
Placer	$29,260	$87,780	$117,039
Plumas	$5,658	$16,974	$22,632
Riverside	$509,218	$1,527,654	$2,036,873
Sacramento	$254,771	$764,312	$1,019,083
San Benito	$5,658	$16,974	$22,632
San Bernardino	$862,761	$2,588,283	$3,451,044
San Diego	$336,731	$1,010,192	$1,346,922

Attachment 1A:
Health Care Program For Children in Foster Care
Base Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
San Francisco	$100,227	$300,681	$400,908
San Joaquin	$193,826	$581,479	$775,305
San Luis Obispo	$41,546	$124,637	$166,183
San Mateo	$21,985	$65,956	$87,941
Santa Barbara	$65,309	$195,928	$261,237
Santa Clara	$93,114	$279,343	$372,457
Santa Cruz	$24,572	$73,715	$98,287
Shasta	$64,824	$194,473	$259,297
Sierra	$3,000	$9,000	$12,000
Siskiyou	$10,508	$31,523	$42,031
Solano	$63,693	$191,078	$254,771
Sonoma	$82,283	$246,850	$329,133
Stanislaus	$98,934	$296,801	$395,735
Sutter	$14,064	$42,192	$56,256
Tehama	$18,591	$55,772	$74,362
Trinity	$3,071	$9,214	$12,286
Tulare	$145,491	$436,473	$581,964
Tuolumne	$12,609	$37,828	$50,437
Ventura	$77,272	$231,815	$309,087
Yolo	$53,832	$161,495	$215,327
Yuba	$28,452	$85,355	$113,806
City of Berkeley	$6,143	$18,429	$24,572
Total	**$8,170,573**	**$24,511,719**	**$32,682,292**

Attachment 1B:
Health Care Program For Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$40,795	$122,386	$163,181
Alpine	$3,659	$10,975	$14,634
Amador	$3,659	$10,975	$14,634
Butte	$18,293	$54,878	$73,171
Calaveras	$3,659	$10,975	$14,634
Colusa	$3,659	$10,975	$14,634
Contra Costa	$36,585	$109,756	$146,341
Del Norte	$3,659	$10,975	$14,634
El Dorado	$10,976	$32,926	$43,902
Fresno	$54,878	$164,634	$219,512
Glenn	$3,659	$10,975	$14,634
Humboldt	$7,317	$21,951	$29,268
Imperial	$14,634	$43,903	$58,537
Inyo	$3,659	$10,975	$14,634
Kern	$40,244	$120,732	$160,976
Kings	$7,317	$21,951	$29,268
Lake	$7,317	$21,951	$29,268
Lassen	$3,659	$10,975	$14,634
Los Angeles	$526,829	$1,580,488	$2,107,317
Madera	$3,659	$10,975	$14,634
Marin	$3,659	$10,975	$14,634
Mariposa	$3,659	$10,975	$14,634
Mendocino	$10,976	$32,926	$43,902
Merced	$10,976	$32,926	$43,902
Modoc	$3,659	$10,975	$14,634
Mono	$3,659	$10,975	$14,634
Monterey	$14,634	$43,903	$58,537
Napa	$3,659	$10,975	$14,634
Nevada	$3,659	$10,975	$14,634
Orange	$47,561	$142,683	$190,244
Placer	$7,317	$21,951	$29,268
Plumas	$3,659	$10,975	$14,634
Riverside	$102,439	$307,317	$409,756
Sacramento	$73,171	$219,512	$292,683
San Benito	$3,659	$10,975	$14,634
San Bernardino	$142,683	$428,049	$570,732

Attachment 1B:
Health Care Program For Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
San Diego	$80,488	$241,463	$321,951
San Francisco	$25,610	$76,829	$102,439
San Joaquin	$51,220	$153,658	$204,878
San Luis Obispo	$14,634	$43,903	$58,537
San Mateo	$10,976	$32,926	$43,902
Santa Barbara	$14,634	$43,903	$58,537
Santa Clara	$36,585	$109,756	$146,341
Santa Cruz	$7,317	$21,951	$29,268
Shasta	$14,634	$43,903	$58,537
Sierra	$3,658	$10,976	$14,634
Siskiyou	$3,658	$10,976	$14,634
Solano	$10,975	$32,927	$43,902
Sonoma	$18,292	$54,879	$73,171
Stanislaus	$29,267	$87,806	$117,073
Sutter	$7,316	$21,952	$29,268
Tehama	$3,658	$10,976	$14,634
Trinity	$3,658	$10,976	$14,634
Tulare	$21,951	$65,855	$87,806
Tuolumne	$3,658	$10,977	$14,635
Ventura	$25,609	$76,831	$102,440
Yolo	$14,634	$43,904	$58,538
Yuba	$7,316	$21,953	$29,269
City of Berkeley	$3,107	$9,322	$12,429
Total	**$1,650,000**	**$4,950,000**	**$6,600,000**

Attachment 1C:
Health Care Program For Children in Foster Care
Caseload Relief Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$97,126	$291,374	$388,500
Alpine	$0	$0	$0
Amador	$3,996	$11,989	$15,985
Butte	$36,351	$109,051	$145,402
Calaveras	$5,836	$17,509	$23,345
Colusa	$3,172	$9,516	$12,688
Contra Costa	$67,880	$203,639	$271,519
Del Norte	$4,821	$14,464	$19,285
El Dorado	$19,095	$57,285	$76,380
Fresno	$133,095	$399,283	$532,378
Glenn	$5,075	$15,226	$20,301
Humboldt	$23,346	$70,036	$93,382
Imperial	$28,611	$85,832	$114,443
Inyo	$1,161	$3,483	$4,644
Kern	$109,940	$329,818	$439,758
Kings	$24,171	$72,511	$96,682
Lake	$10,341	$31,021	$41,362
Lassen	$4,314	$12,942	$17,256
Los Angeles	$1,389,880	$4,169,636	$5,559,516
Madera	$21,125	$63,376	$84,501
Marin	$5,963	$17,890	$23,853
Mariposa	$1,903	$5,710	$7,613
Mendocino	$17,318	$51,956	$69,274
Merced	$33,495	$100,487	$133,982
Modoc	$963	$2,889	$3,852
Mono	$0	$0	$0
Monterey	$27,659	$82,978	$110,637
Napa	$8,310	$24,932	$33,242
Nevada	$3,996	$11,989	$15,985
Orange	$150,604	$451,810	$602,414

Attachment 1C:
Health Care Program For Children in Foster Care
Caseload Relief Allocation
(07/01/2023 through 06/30/2024)

County/City	State General Funds	Federal Funds	Total Funds
Placer	$14,211	$42,632	$56,843
Plumas	$3,172	$9,516	$12,688
Riverside	$219,497	$658,493	$877,990
Sacramento	$151,429	$454,285	$605,714
San Benito	$3,679	$11,038	$14,717
San Bernardino	$381,013	$1,143,039	$1,524,052
San Diego	$173,441	$520,324	$693,765
San Francisco	$57,856	$173,568	$231,424
San Joaquin	$98,139	$294,419	$392,558
San Luis Obispo	$26,328	$78,981	$105,309
San Mateo	$18,206	$54,621	$72,827
Santa Barbara	$28,357	$85,071	$113,428
Santa Clara	$74,668	$224,002	$298,670
Santa Cruz	$17,382	$52,147	$69,529
Shasta	$28,166	$84,500	$112,666
Sierra	$0	$0	$0
Siskiyou	$6,725	$20,174	$26,899
Solano	$27,469	$82,407	$109,876
Sonoma	$33,433	$100,297	$133,730
Stanislaus	$48,214	$144,641	$192,855
Sutter	$11,102	$33,305	$44,407
Tehama	$13,830	$41,489	$55,319
Trinity	$3,299	$9,896	$13,195
Tulare	$67,371	$202,115	$269,486
Tuolumne	$6,660	$19,983	$26,643
Ventura	$53,606	$160,818	$214,424
Yolo	$27,216	$81,647	$108,863
Yuba	$13,701	$41,109	$54,810
City of Berkeley	$2,283	$6,851	$9,134
Total	**$3,850,000**	**$11,550,000**	**$15,400,000**

DHCS
MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Base

County/City Name:	Mariposa	Fiscal Year:	2023-24

Column			1A	1B	1	2A	2	3A	3
Category/Line Item			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses									
#	Name								
1	Margarita King, PHN Mgr/HCPCFC Director		3%	$133,541	$4,153	95%	$3,945	5%	$208
2	Vacant, PHN		4%	$78,428	$2,745	95%	$2,608	5%	$137
3					$0		$0	100%	$0
4					$0		$0	100%	$0
5					$0		$0	100%	$0
6					$0		$0	100%	$0
7					$0		$0	100%	$0
8					$0		$0	100%	$0
9					$0		$0	100%	$0
10					$0		$0	100%	$0
	(insert additional rows as needed)				$0		$0	100%	$0
Total PHN FTE %			0%			0%		0%	
Total Direct Support Staff FTE %			0%			0%		0%	
Net Salaries and Wages					$6,898		$6,553		$345
Staff Benefits (Specify %)		39%			$2,702		$2,567		$135
I. Total Personnel Expenses					**$9,600**		**$9,120**		**$480**
II. Operating Expenses									
1.	Travel				$0	0%	$0	0%	$0
2.	Training				$0	0%	$0	0%	$0
II. Total Operating Expenses					**$0**		**$0**		**$0**
III. Total Capital Expenses									
IV. Indirect Expenses									
1.	Internal (Specify %)	25%			$2,400				$2,400
IV. Total Indirect Expenses					**$2,400**				**$2,400**
V. Total Other Expenses									
Budget Grand Total					**$12,000**		**$9,120**		**$2,880**

Prepared By:	Sign	Diane Robarge	Administrative Analyst		drobarge@mariposacounty.org
		Print	Title	Date	Email
Authorized HCPCFC Program Representative:	Sign	Margarita King	PHN Mgr/HCPCFC Director	1/20/2024	margaritaking@mariposacounty.org
		Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Base**		
County/City Name:	Mariposa	**Fiscal Year:**	2023-24

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight change from last year. Reduced Vacant PHN FTE slightly from last year and adjusted benefits to align with estimated benefits

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	No change
Training:	No change

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc.

V. Other Expenses *cannot be included in this budget*

Prepared By:	Sign	Print	Title	Date	Email
Diane Robarge	Diane D. Robarge		Administrative Analyst	1/22/24	drobarge@mariposacounty.org
Authorized HCPCFC Program Representative:	**Sign**	**Print**	**Title**	**Date**	**Email**
Margarita King	Margarita King			1/24/2024	margaritaking@mariposacounty.org

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Psychotropic Medication Monitoring & Oversight

County/City Name:	Mariposa	Fiscal Year:	2023-24

Column			1A	1B	1	2A	2	3A	3
Category/Line Item			Total PMM&O FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses									
#	**Name**								
1	Margarita King, PHN Mgr/HCPCFC Directo		3%	$133,541	$3,592	95%	$3,413	5%	$180
2	Vacant, PHN		6%	$78,428	$4,886	95%	$4,642	5%	$244
3					$0		$0	100%	$0
4					$0		$0	100%	$0
5					$0		$0	100%	$0
6					$0		$0	100%	$0
7					$0		$0	100%	$0
8					$0		$0	100%	$0
9					$0		$0	100%	$0
10					$0		$0	100%	$0
	(insert additional lines as needed)				$0		$0	100%	$0
Total PHN FTE %			0%			0%		0%	
Total Direct Support Staff FTE %			0%			0%		0%	
Net Salaries and Wages					$8,478		$8,055		$424
Staff Benefits (Specify %)		38%			$3,229		$3,067.34		$161
I. Total Personnel Expenses					**$11,707**		**$11,122**		**$585**
II. Operating Expenses									
1.	Travel				$0	0%	$0	0%	$0
2.	Training				$0	0%	$0	0%	$0
II. Total Operating Expenses					**$0**		**$0**		**$0**
III. Total Capital Expenses									
IV. Indirect Expenses									
1.	Internal (Specify %)	25%			$2,927				$2,927
IV. Total Indirect Expenses					**$2,927**				**$2,927**
V. Total Other Expenses									
Budget Grand Total					**$14,634**		**$11,122**		**$3,512**

Diane Robarge	Administrative Analyst	1/29/24	0	drobarge@mariposacounty.org
Prepared By: Sign	Print	Title	Date	Email
Margarita King	PHN Mgr/HCPCFC Director	1/24/2024		margaritaking@mariposacounty.org
Authorized HCPCFC Program Representative: Sign	Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

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MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Psychotropic Medication Monitoring & Oversight**		
County/City Name:	Mariposa	**Fiscal Year:**	2023-24

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight change from last year. Reduced Vacant PHN FTE slightly from last year and adjusted benefits to align with estimated benefits

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	No Change
Training:	No Change

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc

V. Other Expenses *cannot be included in this budget*

Diane Robarge	Diane K Robarge	Administrative Analyst	1/22/24	drobarge@mariposacounty.org
Prepared By:	Sign	Print Title	Date	Email
Margarita King	Margarita King	PHN Mgr/HCPCFC Director	1/24/2024	margaritaking@mariposacounty.org
Authorized HCPCFC Program Representative:	Sign	Print Title	Date	Email

DHCS
MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Caseload Relief

County/City Name:	Mariposa	Fiscal Year:	2023-24

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total Caseload Relief FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	**Name**							
1	Margarita King, PHN Mgr/HCPCFC Director	2%	$133,541	$2,217	95%	$2,106	5%	$111
2	Vacant, PHN	3%	$ 78,428.00	$2,227	95%	$2,116	5%	$111
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional lines as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$4,444		$4,222		$222
Staff Benefits (Specify %)	37%			$1,646		$1,563		$82
I. Total Personnel Expenses				**$6,090**		**$5,786**		**$304**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %)	25%		$1,523				$1,523
IV. Total Indirect Expenses				**$1,523**				**$1,523**
V. Total Other Expenses								
Budget Grand Total				**$7,613**		**$5,786**		**$1,827**

Prepared By:	Sign	Diane Robarge Print	Administrative Analyst Title	1/22/24 Date	drobarge@mariposacounty.org Email
Authorized HCPCFC Program Representative:	Sign	Margarita King Print	PHN Mgr/HCPCFC Director Title	1/24/2024 Date	nargaritaking@mariposacounty.or Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

DHCS

MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Caseload Relief**		
County/City Name:	Mariposa	**Fiscal Year:**	2023-24

I. Personnel Expenses **Identify and Explain Any Changes in Personnel/Personnel Expenses**	
Slight increase in FTE	
II. Operating Expenses **Identify and Explain All Operating Expense Line Items**	
Travel:	No change
Training:	No change
III. Capital Expenses *cannot be included in this budget*	
IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget* **Identify and Explain All Indirect Expense Line Items**	
Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc
V. Other Expenses *cannot be included in this budget*	

Diane Robarge	Diane D. Robarge	Administrative Analyst	1/22/24	drobarge@mariposacounty.org
Prepared By:	Sign	Print	Title	Date	Email
Margarita King	Margarita King	PHN Mgr/HCPCFC Director	1/24/2024	margaritaking@mariposacounty.org
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-128

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify the Signatures of the Health and Human Services Director and MCAH Director for the Acceptance of the Maternal, Child and Adolescent Health (MCAH) Funding Application Agreement Number 202322 in the Amount of $95,653.89 for Fiscal Year 2023-2024; and Authorize the Health and Human Services Director to Sign the Maternal Child Adolescent Health (MCAH) Agreement Funding Application (AFA) for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Ratify the Signatures of the Health and Human Services Director and MCAH Director for the Acceptance of the Maternal, Child and Adolescent Health (MCAH) Funding Application Agreement Number 202322 in the Amount of $95,653.89 for Fiscal Year 2023-2024; and Authorize the Health and Human Services Director to Sign the Maternal Child Adolescent Health (MCAH) Agreement Funding Application (AFA) for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel).

This Agreement is being ratified outside the current BOS policy due to time limitations. Notification of this grant was received on June 1st, 2023 and signed documents were due 6/30/23 leaving minimal time for grant preparation and obtaining BOS approval. This Agreement is being signed by the Health and Human Services Agency Director at the request of the State.

The County has received funding through the Maternal, Child and Adolescent Health Grant for the past twenty consecutive years. The grant dollar amount is usually around $100,000, but varies slightly from year to year.

The MCAH Program's mission "is to develop systems that protect and improve the health of California's women of reproductive age, infants, children, and adolescents, and their families". MCAH is one of four divisions within the California Department of Public Health's Center for Family Health Section. Twenty programs are currently administered by the California MCAH Division and are organized into program sections:

1. Maternal and Family Health Programs
2. Perinatal Health Program/Sudden Infant Death Program
3. Teen Pregnancy Prevention and Teen Parenting Programs
4. Children's Health Programs

The MCAH division maintains partnerships, contracts, and agreements with federal, state, and local agencies in both the public and private sector. All 58 counties and three cities within California have local MCAH Directors, who in collaboration with the Health Officer, manage the MCAH program. MCAH program and funding activities are funded through the State General Fund, the State Tobacco Tax, Federal Title XIX (Medicaid), and Federal Title V MCH Block Grant. California Department of Public Health Center for Family Health administers the MCAH Program.

On July 27, 2023 the Health Department submitted the MCAH Program Agreement Funding Application (AFA) 202322 for Fiscal Year 2023-2024. On September 21st, 2023 the Health Department received an Approval letter for AFA 202322 for Fiscal Year 2023-2024 in the amount of $95,653.89.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors previously approved the MCAH Program Application Funding Agreements on September 20, 2022 with Resolution 2022-535; May 15, 2018 with Resolution 2018-221; July 12, 2016 with Resolution 2016-360; August 18, 2015 with Resolution # 2015-405; March 10, with Resolution # 2015-105.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement the agency will forfeit the Maternal Child Adolescent Health funding and the benefit to the community.

FINANCIAL IMPACT

None. Funds Budgeted.

ATTACHMENTS

1. **202322 Mariposa 23.24 MCAH AFA approval letter**
2. **FY 2324 AFA documents PDF**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

September 21, 2023

Ms. Margarita King
MCAH Director
Mariposa County Health and Human Services Agency
5300 Hwy 49 North, Post Office Box 5
Mariposa, CA 95338

Dear Ms. King:

APPROVAL OF AGREEMENT FUNDING APPLICATION (AFA) FOR AGREEMENT #202322 – FISCAL YEAR 2023-24

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves your Agency's AFA. Attached are the most current Scope(s) of Work (SOW) and Budget(s) that were approved for administration of MCAH related programs.

To carry out the program(s) outlined in the enclosed SOW(s) and Budget(s), during the period of July 1, 2023 through June 30, 2024, the CDPH/MCAH Division will reimburse expenditures up to the following amounts:

Maternal Child and Adolescent Health ……. $95,653.89

The availability of Title V funds and State General funds (BIH only) are based upon funds appropriated in the FY 2023-24 Budget Act. The availability of Federal Financial Participation (FFP), also known at Title XIX, are based upon the dissemination of funds from the Department of Healthcare Services that administers the FFP Medicaid Program. Reimbursement of invoices is subject to compliance with all federal and state requirements pertaining to the CDPH/MCAH related programs and adherence to all applicable regulations, policies and procedures. Your Agency agrees to invoice actual and documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed.

For agencies claiming Title XIX funds, you also agree to maintain secondary documentation that clearly substantiates time study activities as being non-program related, unmatched, non-enhanced or enhanced. You also agree to use either:

1. The web-posted CDPH/MCAH, BIH Base Medi-Cal Factor (MCF), and/or

2. A Variable Base MCF for specific staff who serve a unique client population, and who verify and document 100% of their Medi-Cal enrolled and non-Medi-Cal enrolled clients during each time study period (MCAH Program only).

Please ensure that all necessary individuals within your Agency are notified of this approval and that the enclosed documents are carefully reviewed. This approval letter constitutes a binding agreement. If any of the information contained in the enclosed SOW and Budget is incorrect or different from that negotiated, please contact your contract manager, Jennifer Karpenko, at (279) 667-1813 or by e-mail at jennifer.karpenko@cdph.ca.gov within 14 calendar days from the date of this letter. Non-response constitutes acceptance of the enclosed documents.

Sincerely,

Angelica Jimenez-Bean

Angelica Jimenez-Bean
Section Chief – Contract Management and Allocations Process
Maternal, Child and Adolescent Health Division
Center for Family Health
California Department of Public Health

Attachment(s)

cc: Ms. Diane Robarge
Administrative Analyst

Ms. Jennifer Karpenko
Contract Manager

Ms. Sheila Thompson
Program Consultant

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

MCAH #202322 BIH _____ AFLP _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Official authorized to commit the Agency to an MCAH Agreement

Name (Print): Joe Lynch

Title: Director Health & Human Services Agency

Original Signature:

Date: 7/19/23

MCAH/AFLP Director

Name (Print): Margarita King

Title: MCAH Director/Public Health Nurse Manager

Original Signature: Margarita King

Date: 7/19/2023

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2023-2024

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH #202322 BIH_____ AFLP_____

Update Effective Date *(only required when submitting updates)* _____

Federal Employer ID#: 94-6000880

Complete Official Agency Name: Mariposa County Health and Human Services Agency

Business Office Address: 5300 Hwy 49 North, Post Office Box 5, Mariposa, CA 95338

Agency Phone: (209) 966-3689

Agency Fax: (20() 966-4929

Agency Website: www.mariposacounty.org/health

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	Joe	Lynch	Director Health & Human Services Agency	5362 Lemee Lane, Mariposa, CA 95338	(209) 966-2000	jlynch@mariposacounty.org	MCAH
2	MCAH DIRECTOR	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)	N/A	N/A	N/A	N/A	N/A	N/A	MCAH
4	MCAH FISCAL CONTACT	Diane	Robarge	Administrative Analyst	5362 Lemee Lane, Mariposa, CA 95338	(209) 742-0953	drobarge@mariposacounty.org	MCAH
5	FISCAL OFFICER	Diane	Robarge	Administrative Analyst	5362 Lemee Lanem Mariposa, CA 95338	(209) 742-0953	drobarge@mariposacounty.org	MCAH
6	CLERK OF THE BOARD or	Danielle	Bondshu	Clerk of the Board	5100 Bullion Street, PO Box 784, Mariposa, CA 95338	(209) 966-3222	dbondshu@mariposacounty.org	MCAH
7	CHAIR BOARD OF SUPERVISORS	Miles	Menetrey	Chair, Board of Supervisors	5100 Bullion Street, PO Box 784, Mariposa, CA 95338	(209) 966-3222	mmenetrey@mariposacounty.org	MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Joe	Lynch	Director Health & Human Services Agency	5362 Lemee Lane, Mariposa, CA 95338	(209) 966-2000	jlynch@mariposacounty.org	MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	SIDS
11	PERINATAL SERVICES COORDINATOR	Margarita	King	Public Health Nurse Manager	5300 Hwy 49 North, Mariposa, CA 95338	(209) 966-3689	margaritaking@mariposacounty.org	CPSP

BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	BIH
3	BIH FISCAL CONTACT	N/A	N/A	N/A	N/A	N/A	N/A	BIH
4	FISCAL OFFICER	N/A	N/A	N/A	N/A	N/A	N/A	BIH
5	CLERK OF THE BOARD or	N/A	N/A	N/A	N/A	N/A	N/A	BIH
6	CHAIR BOARD OF SUPERVISORS	N/A	N/A	N/A	N/A	N/A	N/A	BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY	N/A	N/A	N/A	N/A	N/A	N/A	BIH

AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
2	AFLP DIRECTOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
4	AFLP FISCAL CONTACT	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
5	FISCAL OFFICER	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
6	CLERK OF THE BOARD or	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
7	CHAIR BOARD OF SUPERVISORS	N/A	N/A	N/A	N/A	N/A	N/A	AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	N/A	N/A	N/A	N/A	N/A	N/A	AFLP

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Mariposa County Health & Human Services Agency- Public Health

Agreement/Grant Number: 202322

Compliance Attestation for Fiscal Year: FY 2023 - 2024

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Signed

Mariposa County Health & Hu

Agency Name

202322

Agreement/Grant Number

Margarita King

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

July 15, 2023

Date

Margarita King

Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

ORIGINAL

California Department of Public Health — Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
2023-24	ORIGINAL	ACTIVE	3,000.00

Version 7.0 - 150 Quarterly 4.20.20

Program: Maternal, Child and Adolescent Health (MCAH)
Agency: 202322 Mariposa
SubK:

		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE				MCAH-Cnty E	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
ALLOCATION(S) →			77,009.00		3,000.00										#VALUE!
EXPENSE CATEGORY															
(I) PERSONNEL	71,639.11		52,338.79		0.00		0.00		0.00		3,249.98		0.00		16,050.34
(II) OPERATING EXPENSES	8,405.62		6,472.33		0.00		0.00		0.00		1,933.29		0.00		0.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	5,113.00		5,113.00		0.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	17,909.78		13,084.88		0.00		0.00		0.00		4,824.89		0.00		0.00
BUDGET TOTALS*	103,067.51	74.72%	77,009.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	9.71%	10,008.16	0.00%	0.00	15.57%	16,050.34
BALANCE(S) →			0.00		3,000.00										

TOTAL MCAH-TV	77,009.00 →	77,009.00							
TOTAL MCAH-SIDS	0.00 →		0.00						
TOTAL TITLE XIX	17,041.85 →			0.00	[50%]	5,004.09	0.00	[75%]	12,037.76
TOTAL AGENCY FUNDS	9,016.65 →			0.00	[50%]	5,004.07		[25%]	4,012.58

$ 94,050.85 — **Maximum Amount Payable from State and Federal resources**

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Margarita King — MCAH/PROJECT DIRECTOR'S SIGNATURE — 7/19/2023 — DATE

Diane R. Rebagl — AGENCY FISCAL AGENT'S SIGNATURE — 7/19/23 — DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE				MCAH-Cnty E
PCA Codes		53107		53112						53118				53117
(I) PERSONNEL		52,338.79		0.00				0.00		1,624.99		0.00		12,037.76
(II) OPERATING EXPENSES		6,472.33		0.00				0.00		966.65		0.00		0.00
(III) CAPITAL EXPENSES		0.00		0.00				0.00		0.00		0.00		0.00
(IV) OTHER COSTS		5,113.00		0.00				0.00		0.00		0.00		0.00
(V) INDIRECT COSTS		13,084.88		0.00				0.00		2,412.45		0.00		0.00
Totals for PCA Codes	94,050.85	77,009.00		0.00				0.00		5,004.09		0.00		12,037.76

California Department of Public Health — CDPH Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

		UNMATCHED FUNDING						NON-ENHANCED MATCHING ($0/$0)				ENHANCED MATCHING (75/25)				
		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE		MCAH-Only E				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
											% TRAVEL NON-ENH MATCH	4.26%			% TRAVEL ENH MATCH	21.11%	% PERSONNEL MATCH 23.00%
(II) OPERATING EXPENSES DETAIL																Match Available
	TOTAL OPERATING EXPENSES	8,405.82		6,472.33		0.00		0.00		0.00		1,933.29		0.00		0.00
	TRAVEL	1,000.00	77.00%	770.00		0.00		0.00		0.00	23.00%	230.00		0.00		0.00
	TRAINING	2,500.00	77.00%	1,925.00		0.00		0.00		0.00	23.00%	575.00		0.00		0.00
1	Office Supplies	2,055.82	77.00%	1,582.83		0.00		0.00		0.00	23.00%	472.79				
2	Communications	1,300.00	77.00%	1,001.00		0.00		0.00		0.00	23.00%	299.00				
3	Membership	1,550.00	77.00%	1,193.50		0.00		0.00		0.00	23.00%	356.50				
4				0.00		0.00		0.00		0.00		0.00				
5				0.00		0.00		0.00		0.00		0.00				
6				0.00		0.00		0.00		0.00		0.00				
7				0.00		0.00		0.00		0.00		0.00				
8				0.00		0.00		0.00		0.00		0.00				
9				0.00		0.00		0.00		0.00		0.00				
10				0.00		0.00		0.00		0.00		0.00				
11				0.00		0.00		0.00		0.00		0.00				
12				0.00		0.00		0.00		0.00		0.00				
13				0.00		0.00		0.00		0.00		0.00				
14				0.00		0.00		0.00		0.00		0.00				
15				0.00		0.00		0.00		0.00		0.00				

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL																
	TOTAL CAPITAL EXPENDITURES			0.00		0.00		0.00		0.00		0.00				

(IV) OTHER COSTS DETAIL																% PERSONNEL MATCH 23.00%
	TOTAL OTHER COSTS	5,113.00		5,113.00		0.00		0.00		0.00		0.00		0.00		0.00
	SUBCONTRACTS															
1				0.00		0.00		0.00		0.00		0.00		0.00		0.00
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00
	OTHER CHARGES															Match Available
1	SIDS	3,000.00	100.00%	3,000.00		0.00		0.00		0.00		0.00				23.00%
2	Client Support Materials	1,500.00	100.00%	1,500.00		0.00		0.00		0.00		0.00				23.00%
3	Outreach Materials	613.00	100.00%	613.00		0.00		0.00		0.00		0.00				23.00%
4				0.00		0.00		0.00		0.00		0.00				
5				0.00		0.00		0.00		0.00		0.00				
6				0.00		0.00		0.00		0.00		0.00				
7				0.00		0.00		0.00		0.00		0.00				
8				0.00		0.00		0.00		0.00		0.00				

(V) INDIRECT COSTS DETAIL																
	TOTAL INDIRECT COSTS	17,909.76		13,084.88		0.00		0.00		0.00		4,824.88				
23.00%	of Total Wages + Fringe Benefits	17,909.76	73.06%	13,084.88		0.00		0.00		0.00	26.94%	4,824.88				

California Department of Public Health — Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

			UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
			MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	% PERSONNEL MATCH
(II) OPERATING EXPENSES DETAIL											% TRAVEL NON-EMM MATCH 4.28%				% TRAVEL EMM MATCH 21.11%		23.00%
	TOTAL OPERATING EXPENSES	8,405.62		6,472.33		0.00		0.00		0.00		1,933.29		0.00		0.00	Match Available
	TRAVEL	1,000.00	77.00%	770.00		0.00		0.00		0.00	23.00%	230.00		0.00		0.00	2.38%
	TRAINING	2,500.00	77.00%	1,925.00		0.00		0.00		0.00	23.00%	575.00		0.00		0.00	5.95%
1	Office Supplies	2,055.62	77.00%	1,582.83		0.00		0.00		0.00	23.00%	472.79					5.00%
2	Communications	1,300.00	77.00%	1,001.00		0.00		0.00		0.00	23.00%	299.00					5.00%
3	Membership	1,550.00	77.00%	1,193.50		0.00		0.00		0.00	23.00%	356.50					5.00%
4				0.00		0.00		0.00		0.00		0.00					
5				0.00		0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00		0.00					

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL																
	TOTAL CAPITAL EXPENDITURES			0.00		0.00		0.00		0.00		0.00				

(IV) OTHER COSTS DETAIL																% PERSONNEL MATCH 23.00%
	TOTAL OTHER COSTS	5,113.00		5,113.00		0.00		0.00		0.00		0.00		0.00		0.00
	SUBCONTRACTS															
1				0.00		0.00		0.00		0.00		0.00		0.00		0.00
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00
	OTHER CHARGES															Match Available
1	SIDS	3,000.00	100.00%	3,000.00		0.00		0.00		0.00		0.00				23.00%
2	Client Support Materials	1,500.00	100.00%	1,500.00		0.00		0.00		0.00		0.00				23.00%
3	Outreach Materials	613.00	100.00%	613.00		0.00		0.00		0.00		0.00				23.00%
4				0.00		0.00		0.00		0.00		0.00				
5				0.00		0.00		0.00		0.00		0.00				
6				0.00		0.00		0.00		0.00		0.00				
7				0.00		0.00		0.00		0.00		0.00				
8				0.00		0.00		0.00		0.00		0.00				

(V) INDIRECT COSTS DETAIL																
	TOTAL INDIRECT COSTS	17,909.78		13,084.88		0.00		0.00		0.00		4,824.88				
25.00%	of Total Wages + Fringe Benefits	17,909.78	73.06%	13,084.88		0.00		0.00		0.00	26.94%	4,824.88				

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Public Health | CDPH | Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
(I) PERSONNEL DETAIL																	
TOTAL PERSONNEL COSTS	71,639.11		52,338.78		0.00		0.00		0.00		3,248.98		0.00		16,050.34		
FRINGE BENEFIT RATE 33.68%	18,049.11		13,186.49		0.00		0.00		0.00		818.82		0.00		4,043.80		
TOTAL WAGES	53,590.00		39,152.30		0.00		0.00		0.00		2,431.16		0.00		12,006.54		

	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES																J-Form MOF Fed Reqd	Staff Translating [1]
1	Margarita King	MCAH Public Health Nurse Manager	17.00%	135,607.00	23,053.00	68.15%	15,249.56		0.00		0.00		0.00	5.70%	1,314.02		0.00	28.15%	6,489.42	44.40%	x
2	Margarita King	Public Health Nurse/Perinatal Services Coordinator/Comp Perinatal Services Program/MCAH Coordinator	4.00%	135,607.00	5,424.00	68.15%	3,587.98		0.00		0.00		0.00	5.70%	309.17		0.00	28.15%	1,526.86	44.40%	x
3	Margarita King	MCAH/Sudden Infant Death Syndrome	4.00%	135,607.00	5,424.00	68.15%	3,587.98		0.00		0.00		0.00	5.70%	309.17		0.00	28.15%	1,526.86	44.40%	x
4	Rosalyn Pyle	Public Health Nurse	10.00%	87,512.00	8,751.00	68.15%	5,788.79		0.00		0.00		0.00	5.70%	498.81		0.00	28.15%	2,463.41	44.40%	x
5	Diane Robarge	Administrative Analyst	5.50%	87,753.00	4,826.00	100.00%	4,826.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	x
6	Dana White	Accounting Tech II	5.50%	57,966.00	3,188.00	100.00%	3,188.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	
7	Shannon Ellis	Office Assistant II	5.50%	53,162.00	2,924.00	100.00%	2,924.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	
8					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
9					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
10					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
11					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
12					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
13					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
14					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
15					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
16					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
17					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
18					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
19					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
20					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
21					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
22					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
23					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
24					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
25					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
26					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
27					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
28					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
29					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
30					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
31					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
32					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
33					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
34					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
35					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
36					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
37					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
38					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
39					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
40					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
41					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
42					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
43					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
44					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
45					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
46					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
47					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
48					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
49					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
50					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
51					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
52					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
53					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
54					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
55					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
56					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
57					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
58					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
59					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
60					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
61					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
62					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
63					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
64					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
65					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
66					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
67					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
68					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
69					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
70																					

California Department of Public Health — Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

					UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
						MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E		
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
71					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
72					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
73					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
74					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
75					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
76					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
77					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
78					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
79					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
80					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
81					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
82					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
83					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
84					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
85					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
86					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
87					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
88					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
89					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
90					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
91					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
92					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
93					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
94					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
95					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
96					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
97					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
98					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
99					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
100					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
101					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
102					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
103					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
104					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
105					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
106					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
107					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
108					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
109					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
110					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
111					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
112					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
113					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
114					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
115					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
116					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
117					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
118					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
119					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
120					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
121					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
122					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
123					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
124					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
125					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
126					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
127					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
128					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
129					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
130					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
131					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
132					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
133					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
134					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
135					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
136					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
137					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
138					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
139					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
140					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
141					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
142					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
143					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
144					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
145					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
146					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
147					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
148					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%

ORIGINAL

Program:	Maternal, Child and Adolescent Health (MCAH)				UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:	202322 Mariposa				MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E			
SubK:					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
149					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
150					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%

ORIGINAL

California Department of Public Health — Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
2024-25	ORIGINAL	ACTIVE	3,000.00

Version 7.0 - 150 Quarterly 4.20.20

Program: Maternal, Child and Adolescent Health (MCAH)
Agency: 202322 Mariposa
SubK:

		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE				MCAH-Cnty E	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
ALLOCATION(S) →			77,009.00		3,000.00										#VALUE!
(I) PERSONNEL	71,639.11		52,338.79		0.00		0.00		0.00		3,249.98		0.00		16,050.34
(II) OPERATING EXPENSES	8,405.62		6,472.33		0.00		0.00		0.00		1,933.29		0.00		0.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	5,113.00		5,113.00		0.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	17,909.78		13,084.88		0.00		0.00		0.00		4,824.89		0.00		0.00
BUDGET TOTALS*	103,067.51	74.72%	77,009.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	9.71%	10,008.16	0.00%	0.00	15.57%	16,050.34
BALANCE(S) →			0.00		3,000.00										

TOTAL MCAH-TV	77,009.00 →	77,009.00							
TOTAL MCAH-SIDS	0.00 →		0.00						
TOTAL TITLE XIX	17,041.85 →			0.00	[50%]	5,004.09	0.00	[75%]	12,037.76
TOTAL AGENCY FUNDS	9,016.65 →		0.00		[50%]	5,004.07		[25%]	4,012.58

$ 94,050.85 — **Maximum Amount Payable from State and Federal resources**

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Marguerite Kemp — MCAH/PROJECT DIRECTOR'S SIGNATURE — 7/19/2023 DATE

Diane R. Rabago — AGENCY FISCAL AGENT'S SIGNATURE — 7/19/23 DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE				MCAH-Cnty E
PCA Codes		53107		53112						53118				53117
(I) PERSONNEL		52,338.79		0.00				0.00		1,624.99		0.00		12,037.76
(II) OPERATING EXPENSES		6,472.33		0.00				0.00		966.65		0.00		0.00
(III) CAPITAL EXPENSES		0.00		0.00				0.00		0.00		0.00		0.00
(IV) OTHER COSTS		5,113.00		0.00				0.00		0.00		0.00		0.00
(V) INDIRECT COSTS		13,084.88		0.00				0.00		2,412.45		0.00		0.00
Totals for PCA Codes	94,050.85	77,009.00		0.00				0.00		5,004.09		0.00		12,037.76

California Department of Public Health — MCAH Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

		UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
			MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
(II) OPERATING EXPENSES DETAIL											% TRAVEL NON-ENH MATCH	4.28%			% TRAVEL ENH MATCH	21.11%	% PERSONNEL MATCH 23.00%
	TOTAL OPERATING EXPENSES	8,405.62		6,472.33		0.00		0.00		0.00		1,933.29		0.00		0.00	Match Available
	TRAVEL	1,000.00	77.00%	770.00		0.00		0.00		0.00	23.00%	230.00		0.00		0.00	2.39%
	TRAINING	2,500.00	77.00%	1,925.00		0.00		0.00		0.00	23.00%	575.00		0.00		0.00	0.00%
1	Office Supplies	2,055.62	77.00%	1,582.83		0.00		0.00		0.00	23.00%	472.79					0.00%
2	Communications	1,300.00	77.00%	1,001.00		0.00		0.00		0.00	23.00%	299.00					0.00%
3	Membership	1,550.00	77.00%	1,193.50		0.00		0.00		0.00	23.00%	356.50					0.00%
4				0.00		0.00		0.00		0.00		0.00					
5				0.00		0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00		0.00					

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL																
	TOTAL CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00				

(IV) OTHER COSTS DETAIL																% PERSONNEL MATCH 23.00%
	TOTAL OTHER COSTS	8,113.00		8,113.00		0.00		0.00		0.00		0.00		0.00		0.00
	SUBCONTRACTS															
1				0.00		0.00		0.00		0.00		0.00		0.00		0.00
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00
	OTHER CHARGES															Match Available
1	SIDS	3,000.00	100.00%	3,000.00		0.00		0.00		0.00		0.00				23.00%
2	Client Support Materials	1,500.00	100.00%	1,500.00		0.00		0.00		0.00		0.00				23.00%
3	Outreach Materials	613.00	100.00%	613.00		0.00		0.00		0.00		0.00				23.00%
4				0.00		0.00		0.00		0.00		0.00				
5				0.00		0.00		0.00		0.00		0.00				
6				0.00		0.00		0.00		0.00		0.00				
7				0.00		0.00		0.00		0.00		0.00				
8				0.00		0.00		0.00		0.00		0.00				

(V) INDIRECT COSTS DETAIL																
	TOTAL INDIRECT COSTS	17,909.78		13,084.88		0.00		0.00		0.00		4,824.89				
25.00%	of Total Wages + Fringe Benefits	17,909.78	73.06%	13,084.88		0.00		0.00		0.00	26.94%	4,824.89				

California Department of Public Health — Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

(I) PERSONNEL DETAIL

						UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
						MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E			
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
			TOTAL PERSONNEL COSTS		71,839.11		52,339.79		0.00		0.00		0.00		3,249.98		0.00		16,050.34		
			FRINGE BENEFIT RATE	33.68%	18,049.11		13,188.49		0.00		0.00		0.00		818.82		0.00		4,043.80		
			TOTAL WAGES		53,590.00		39,152.30		0.00		0.00		0.00		2,431.16		0.00		12,006.54		
	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES															J-Pays MCF For Staff	Staff Transition (T)
1	Margarita King	MCAH Public Health Nurse Manager	17.00%	135,607.00	23,053.00	68.15%	15,240.56		0.00		0.00		0.00	5.70%	1,314.02		0.00	26.15%	6,469.42	44.40%	X
2	Margarita King	Public Health Nurse/Perinatal Services Coordinator/Comp Perinatal Services Program/MCAH Coordinator	4.00%	135,607.00	5,424.00	68.15%	3,587.96		0.00		0.00		0.00	5.70%	309.17		0.00	26.15%	1,526.86	44.40%	X
3	Margarita King	MCAH/Sudden Infant Death Syndrome	4.00%	135,607.00	5,424.00	68.15%	3,587.96		0.00		0.00		0.00	5.70%	309.17		0.00	26.15%	1,526.86	44.40%	X
4	Rosalyn Pyle	Public Health Nurse	10.00%	87,512.00	8,751.00	68.15%	5,788.79		0.00		0.00		0.00	5.70%	498.81		0.00	26.15%	2,463.41	44.40%	X
5	Diane Robarge	Administrative Analyst	5.50%	87,753.00	4,826.00	100.00%	4,826.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	X
6	Dana White	Accounting Tech II	5.50%	57,968.00	3,188.00	100.00%	3,188.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	
7	Shannon Ellis	Office Assistant II	5.50%	53,162.00	2,924.00	100.00%	2,924.00		0.00		0.00		0.00		0.00		0.00		0.00	44.40%	
8					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
9					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
10					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
11					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
12					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
13					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
14					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
15					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
16					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
17					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
18					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
19					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
20					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
21					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
22					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
23					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
24					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
25					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
26					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
27					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
28					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
29					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
30					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
31					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
32					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
33					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
34					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
35					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
36					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
37					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
38					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
39					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
40					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
41					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
42					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
43					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
44					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
45					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
46					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
47					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
48					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
49					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
50					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
51					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
52					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
53					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
54					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
55					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
56					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
57					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
58					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
59					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
60					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
61					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
62					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
63					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
64					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
65					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
66					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
67					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
68					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
69					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
70					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health | MCAH | Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	202322 Mariposa
SubK:	

						UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
						MCAH-TV		MCAH-SIDS		AGENCY FUNDS					MCAH-Only NE				MCAH-Only E			
					(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*		%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*		
71					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
72					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
73					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
74					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
75					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
76					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
77					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
78					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
79					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
80					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
81					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
82					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
83					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
84					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
85					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
86					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
87					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
88					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
89					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
90					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
91					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
92					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
93					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
94					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
95					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
96					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
97					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
98					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
99					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
100					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
101					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
102					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
103					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
104					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
105					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
106					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
107					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
108					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
109					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
110					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
111					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
112					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
113					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
114					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
115					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
116					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
117					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
118					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
119					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
120					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
121					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
122					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
123					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
124					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
125					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
126					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
127					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
128					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
129					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
130					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
131					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
132					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
133					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
134					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
135					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
136					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
137					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
138					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
139					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
140					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
141					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
142					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
143					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
144					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
145					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
146					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
147					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	
148					0.00		0.00		0.00		0.00			0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health — Maternal, Child and Adolescent Health Division

Program:	Maternal, Child and Adolescent Health (MCAH)				UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:	202322 Mariposa				MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E			
SubK:					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
149					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%
150					0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00%

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 7/19/2023

Agency Name: Mariposa County Health & Human Services Agency

Contract/Agreement Number: #202322

Contract Term/Allocation Fiscal Year: FY 2023/2024

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☐ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____% Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Mariposa County's Public Health ICR approved rate for FY 23/24 from CDPH is 25%. The ICR is based on Salary, Wages & Fringe Benefits (Medical, Dental, Vision, Retirement, etc) Indirect Cost Rate is based on 25% of Personnel Costs multiplied by 0.25% = Indirect Cost Rate.

Indirect costs are agency-wide , general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necssary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing and centralized data processing.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Diane L. Robarge

Title/Position: Administrative Analyst

Signature: Diane L. Robarge Date: 7/19/23

Mariposa County
Health & Human
Services Agency
Public Health

DIRECTOR OF MATERNAL CHILD ADOLESCENT HEALTH (MCAH)

Personnel Detail Line 1

DUTY STATEMENT

Under the direction of the Public Health Officer, the responsibilities and duties of the MCAH Director shall include:

- Program Development and Implementation

  Plan, organize, and coordinate the implementation of the MCAH contract and evaluate the program toward meeting the program objectives. Gather and analyze data for program planning, management and evaluation. Maintain appropriate records and prepare reports. Annually assess the needs of the MCAH population by utilizing the State Title V Plan and the Year 2023 objectives. Assess Childhood Injury Prevention data and prepare all required reports.

  Collaborate with the community providers, agencies, and community groups in identifying problems, and barriers to services. Coordinate planning and development of solutions for mutually agreed upon objectives. Foster local, regional, state partnerships to improve MCAH services.

- Outreach Activities

  Provide and facilitate client referrals to Health and Social Services. Promote the use of available MCAH services in the community to increase the target population's awareness. **Upon notification by the coroner of a presumed SIDS death, MCAH Director will consult with the infant's physician, when possible; and then immediately contact the persons having custody and control of the infant to provide information, support, referral and follow-up services.**

- Health Education/Consultation/TA

  Develop community awareness and support for MCAH programs. Enhance the Health Department's ability to meet the needs of the target population by providing educational materials, in-service training to medical, social services, and the community population as needed. **Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed.**

- Resource/Provider Development

  Facilitate collaboration, coordination, communication and cooperation among providers of service and advocacy for the MCAH populations. Attends various community and state organization and committees. **May attend the annual SIDS Conference and/or Central or Northern California Regional Council meetings and other SIDS related trainings. to keep the Health Officer informed of the current information.**

- Must be SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

PERINATAL SERVICES COORDINATOR (PSC)
COMPREHENSIVE PERINATAL SERVICES PROGRAM (CPSP)
Director of Nursing (DoN)
(Personnel Detail Line Item 2)

DUTY STATEMENT

Definition

The DoN, under the supervision of the Health Officer, is responsible for providing direction for all aspects of the Comprehensive Perinatal Services Program and Smart Start Visiting Nurse Program. The management and coordination of the program is based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components comprising comprehensive perinatal care.

Description of Duties

Duties include, but are not limited to the following:

1. Serve as liaison to local provider groups, community agencies and others to promote the coordination and accessibility of health care services for pregnant women and infants, targeting Medi-Cal eligible and/or low income population.

2. Assist in the recruitment and retention of Medi-Cal providers into the CPSP.

3. Assist providers to deliver CPSP services in accordance with Title 22 California Code of Regulations.

4. Identify areas that have disproportionately high need in relation to access to care and other barriers to the deliver of quality and timely prenatal care.

5. Monitor access and quality of prenatal care.

6. Promote, develop and coordinate professional and community resources.

7. Provide case management to include in-home risk assessments, education, advocacy and referral. This includes tobacco use cessation and prevention activities, the provision of follow-up, reassessment, maintenance and relapse prevention services also.

8. Provide outreach and health education to women at risk for poor pregnancy outcomes, and facilitate their entry into the health care system before and during pregnancy.

9. Assist with a community needs assessment and resources in collaboration with other perinatal service providers to determine local health problems, gaps in service, to create a seamless, county-wide referral system.

10. Coordinate and collaborate with existing perinatal service providers to establish interagency agreements that create a "user friendly" county-wide system of care.

11. Provide ongoing direction to support staff for program reports.

12. Administer and evaluate program in compliance with the scope of work by utilizing a tracking method and written progress reports.

13. Report collected data and outcomes related to implemented activities to the Health Officer.

14. Must be SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

PUBLIC HEALTH NURSE (PHN)
SUDDEN INFANT DEATH SYNDROME (SIDS)
(Line #3 & See Other Costs)

DUTY STATEMENT

Definition

The MCAH Public Health nurse, under the supervision of the MCAH Director and the Health Officer, is responsible for providing direction for all aspects of the MCAH Program, **Sudden Infant Death Syndrome Program**, and the Smart Start Home Visiting Program. The management and the coordination of the programs are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children (up to age 5) care.

Description of Duties

1. Duties include, but are not limited to the following:

2. Serve as a liaison to local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.

3. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester. **Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed. Provide home visits to families and/or childcare providers when there is a presumed SIDS death.**

4. Provide home visitation / outreach via the Smart Start Program.

5. Promote, develop and coordinate professional and community resources.

6. Monitor access and quality of prenatal care.

7. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems, and gaps in services to move toward creating a seamless county-wide referral system.

8. Attend workshops on prenatal issues.

9. Provide case management to include in-home risk assessments, education, "Back to Sleep" message, advocacy and referral for women and their children (up to age five). **Provide literature as needed on SIDS and other MCAH programs.**

10. Administer and evaluate programs in compliance with the scope of work.

11. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the MCAH Director and the Health Officer.

12. Provide ongoing direction to support staff for program reports.

13. Must be SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

Public Health Nurse (PHN)
Maternal Child Adolescent Health (MCAH)
(Personnel Detail Line Item 4)

DUTY STATEMENT

Definition

The MCAH Public Health Nurse, under the supervision of the MCAH Director/Public Health Nurse Manager, is responsible for the management of the MCAH related activity programs that are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children care.

Description of Duties

Duties include, but are not limited to the following:

1. Serve as a liaison to local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.

2. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester. Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed. Provide home visits to families and/or childcare providers when there is a presumed SIDS death.

3. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.

4. Promote, develop and coordinate professional and community resources.

5. Outreach via the Smart Start Program to high risk women during pregnancy. Assist in linking them to Medi-CAL related services and appropriate public health resources.

6. Provide outreach for Children with Special Health Care Needs (CSHCN) by collaborating with different programs, but not limited to, the Immunization Program, Childhood Lead Poison Prevention Program, CHDP, CCS and CWS. Assist in linking them to appropriate health resources such as the Central Valley Regional Center, Early Start Educational Center, Valley Children's Hospital Child Advocacy Clinic, and the Mariposa County Unified School District.

7. Monitor access and quality of prenatal care within the county.

8. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems,mental health services for pregnant women and gaps in services to move toward creating a seamless county-wide referral system.

9. Attend workshops on prenatal issues including SIDS related trainings.

10. Provide home visitation/ outreach via chosen HHSA home visiting Program to include in-home risk assessments, education, "Back to Sleep" message, advocacy and referral for women and their children (up to age five). Provide literature as needed on SIDS and other MCAH programs.

11. Assist in Communicable Disease follow-up programs for follow-up of pregnant women.

12. Administer and evaluate programs in compliance with the scope of work.

13. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the MCAH Director.

14. Assist MCAH Director, MCAH PSC/CPSP as needed and directed by the MCAH Director in MCAH related activities.

15. Provide ongoing direction to support staff for program reports.

16. Must be a Public Health Nurse and SPMP qualified.

Mariposa County Health & Human Services Agency Public Health

Mariposa County

Mariposa County

MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Administrative Analyst
(Personnel Detail Line Item #5)

DUTY STATEMENT

Currently, the Administrative Analyst provides administrative support for the MCAH Program. In addition to the typical accounting duties, the following MCAH duties have been assigned:

1. Develops the MCAH Budget at the direction of the MCAH Public Health Nurse Manager. All invoices and budget related reports, records and other materials related to the MCAH Program are reviewed Administrative Analyst.

2. Reviews invoices against the Auditor's sheets to verify that all invoices are MCAH related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

3. Prepares quarterly invoice to MCAH and tracks revenue per allocation agreement.

4. Reviews all invoices to General Ledger and maintains records of MCAH program revenue and expenses.

5. Works as liaison between MCAH and State Auditor (during Audit) providing information and/or records as requested.

6. Reviews accuracy of daily activity reports with FFP coding.

7. Performs other related duties similar to the above scope and function related to the MCAH Program as needed.

Mariposa County
Health & Human
Services Agency
Public Health

Mariposa County

MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Accounting Technician
(Personnel Detail Line Item #6)

The Accounting Technician provides administrative/accounting support for the MCAH Program. In addition to the typical accounting duties, the following MCAH duties have been assigned:

- Creates budget related reports, maintains payroll reports and expenditure reports for MCAH grant. Order supplies and maintains inventory and other reports and materials related to the MCAH Program.

- Collates and reconciles invoices against the Auditor's sheets to verify that all invoices are MCAH related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

- Records all invoices to General Ledger and maintains records of MCAH program revenue and expenses.

- Reviews accuracy of daily activity reports with FFP coding.

- Performs other related duties similar to the above scope and function related to the MCAH Program as needed.

Mariposa County
Health & Human
Services Agency
Public Health

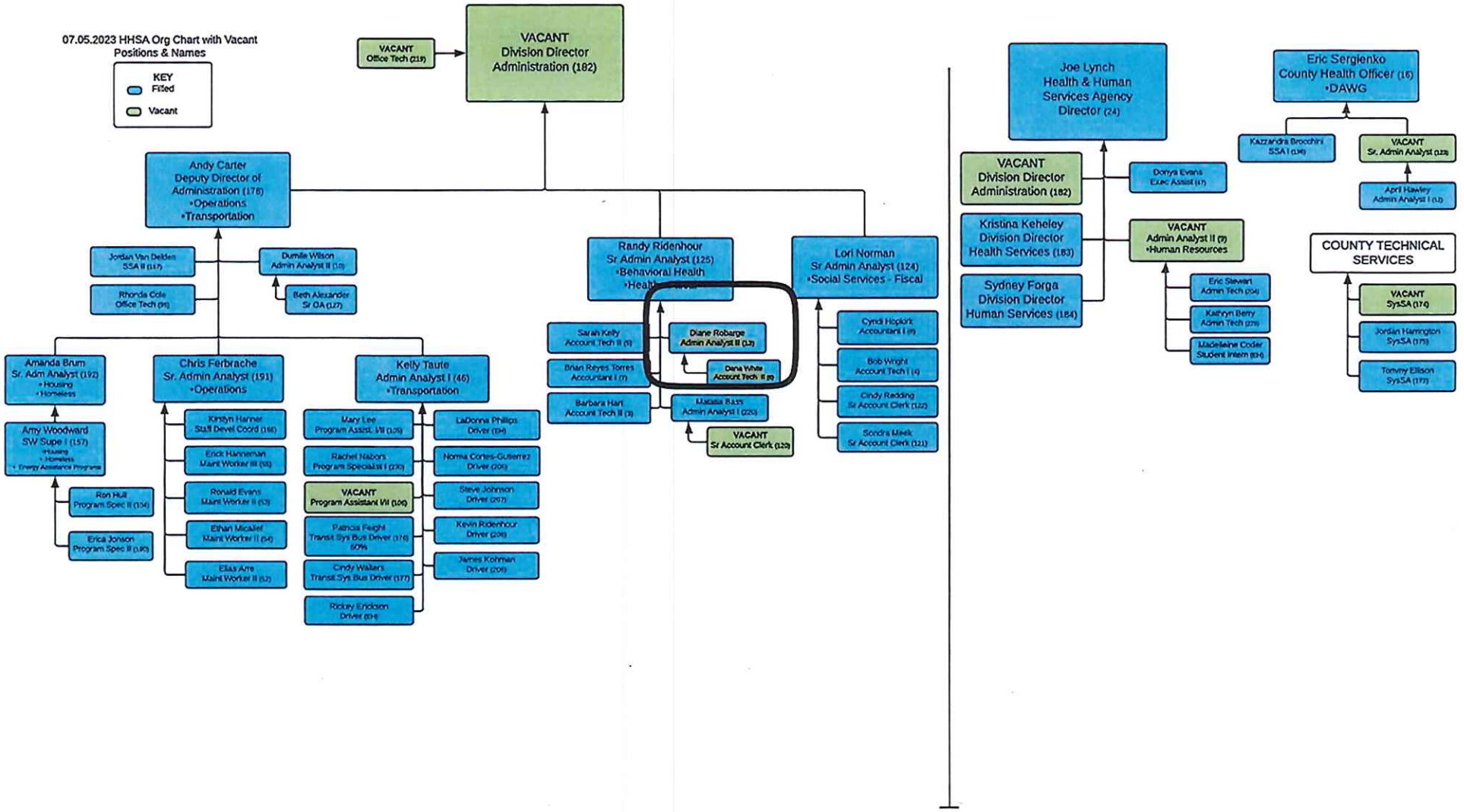
Mariposa County

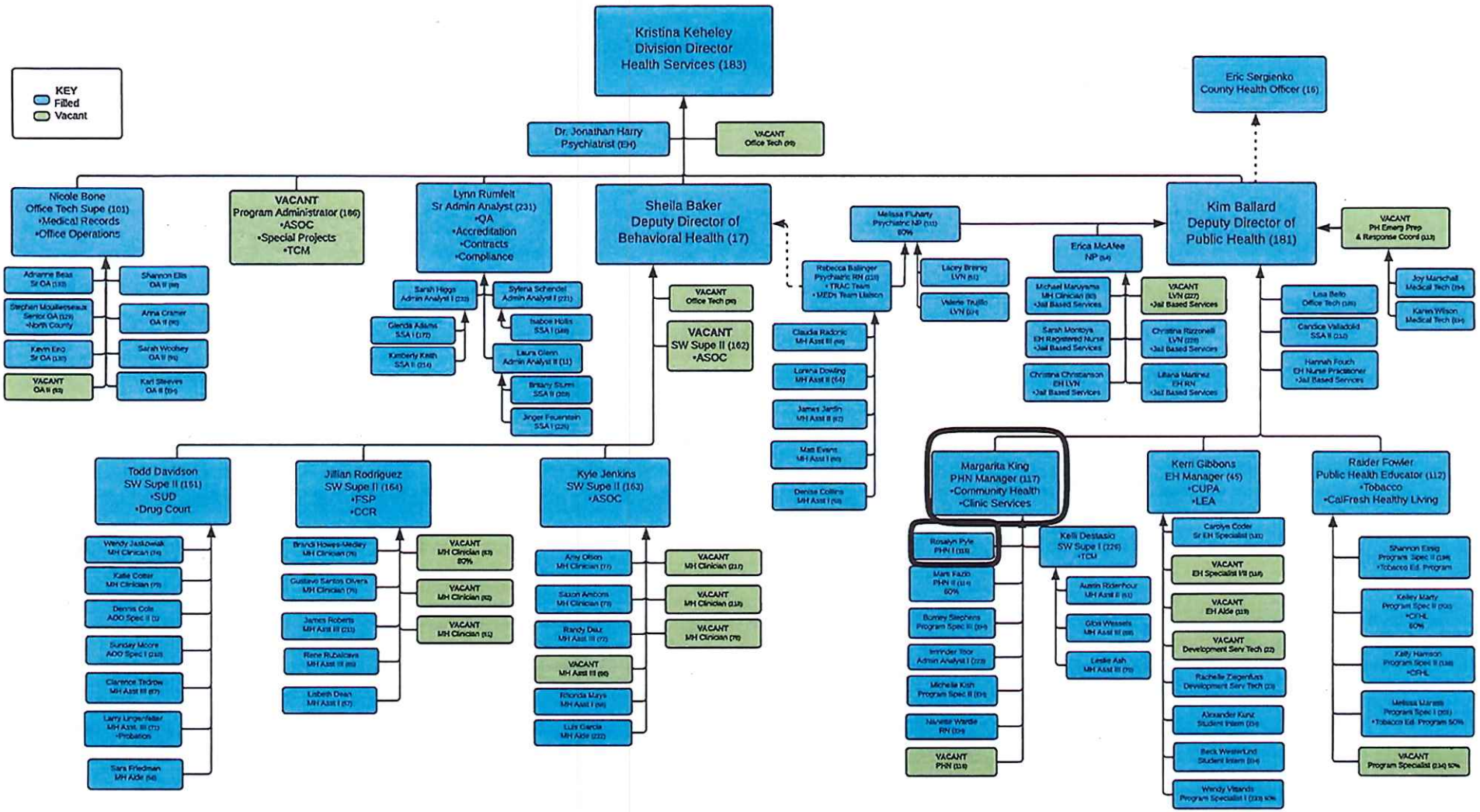
MATERNAL CHILD AND ADOLESCENT HEALTH (MCAH)
Office Assistant (OA)
(Personnel Detail Line Item #7)

DUTY STATEMENT

The Office Assistant provides support for the MCAH Program. In addition to the typical clerical duties, the following MCAH duties have been assigned:

- Types reports, records and other materials related to the MCAH Program.
- Assists with MCAH correspondence as needed.
- Provides clerical support as needed.
- Answers and directs phone calls regarding MCAH.
- Purges and updates files for MCAH Program.
- Records minutes for local MCAH meetings as needed.
- Performs other related duties similar to the above scope and function related to the MCAH Program as needed.
- Assists MCAH nursing staff in assisting individuals on Midi-Cal to access Medi-Cal providers, care or services.


07.05.2023 HHSA Org Chart with Vacant Positions & Names
KEY
Filled
Vacant
VACANT
Office Tech (219)
VACANT
Division Director
Administration (182)
Joe Lynch
Health & Human
Services Agency
Director (24)
Eric Sergienko
County Health Officer (16)
•DAWG
Kazzandra Brocchini
SSA I (134)
VACANT
Sr. Admin Analyst (128)
April Hawley
Admin Analyst I (12)
Donya Evans
Exec Assist (47)
VACANT
Division Director
Administration (182)
Kristina Keheley
Division Director
Health Services (183)
Sydney Forga
Division Director
Human Services (184)
VACANT
Admin Analyst II (9)
•Human Resources
Eric Stewart
Admin Tech (204)
Kathryn Berry
Admin Tech (226)
Madeleine Coder
Student Intern (814)
COUNTY TECHNICAL
SERVICES
VACANT
SysSA (174)
Jordan Harrington
SysSA (175)
Tommy Ellison
SysSA (177)
Andy Carter
Deputy Director of
Administration (178)
•Operations
•Transportation
Jordan Van Delden
SSA II (117)
Rhonda Cole
Office Tech (91)
Dumile Wilson
Admin Analyst II (10)
Beth Alexander
Sr OA (127)
Randy Ridenhour
Sr Admin Analyst (125)
•Behavioral Health
•Health
Lori Norman
Sr Admin Analyst (124)
•Social Services - Fiscal
Sarah Kelly
Account Tech II (5)
Brian Reyes Torres
Accountant I (7)
Barbara Hart
Account Tech II (3)
Diane Robarge
Admin Analyst II (12)
Dana White
Account Tech II (9)
Malasia Bass
Admin Analyst I (225)
VACANT
Sr Account Clerk (123)
Cyndi Hopkirk
Accountant I (8)
Bob Wright
Account Tech I (4)
Cindy Radding
Sr Account Clerk (122)
Sondra Meek
Sr Account Clerk (121)
Amanda Brum
Sr. Adm Analyst (192)
• Housing
• Homeless
Amy Woodward
SW Supe I (157)
•Housing
• Homeless
• Energy Assistance Programs
Ron Hull
Program Spec II (154)
Erica Jonson
Program Spec II (190)
Chris Ferbrache
Sr. Admin Analyst (191)
•Operations
Kirstyn Harner
Staff Devel Coord (166)
Erick Hanneman
Maint Worker III (55)
Ronald Evans
Maint Worker II (53)
Ethan Micallef
Maint Worker II (54)
Elias Arre
Maint Worker II (52)
Kelly Taute
Admin Analyst I (46)
•Transportation
Mary Lee
Program Assist. VII (126)
Rachel Nabors
Program Specialist I (230)
VACANT
Program Assistant VII (106)
Patricia Feight
Transit Sys Bus Driver (176)
60%
Cindy Walters
Transit Sys Bus Driver (177)
Rickey Erickson
Driver (214)
LaDonna Phillips
Driver (194)
Norma Cortes-Gutierrez
Driver (205)
Steve Johnson
Driver (207)
Kevin Ridenhour
Driver (208)
James Kohman
Driver (209)


KEY
Filled
Vacant
Kristina Keheley
Division Director
Health Services (183)
Dr. Jonathan Harry
Psychiatrist (EH)
VACANT
Office Tech (99)
Eric Sergienko
County Health Officer (16)
Nicole Bone
Office Tech Supe (101)
•Medical Records
•Office Operations
Adrianne Beas
Sr OA (133)
Shannon Ellis
OA II (99)
Stephen Moulleriseaux
Senior OA (129)
•North County
Anna Cramer
OA II (90)
Kevin Eno
Sr OA (137)
Sarah Woolsey
OA II (96)
VACANT
OA II (92)
Karl Stevens
OA II (79)
VACANT
Program Administrator (186)
•ASOC
•Special Projects
•TCM
Lynn Rumfelt
Sr Admin Analyst (231)
•QA
•Accreditation
•Contracts
•Compliance
Sarah Higgs
Admin Analyst I (223)
Sylena Schendel
Admin Analyst I (221)
Glenda Adams
SSA I (177)
Isabel Hollis
SSA I (169)
Kimberly Keith
SSA II (214)
Laura Glenn
Admin Analyst II (11)
Brittany Sturm
SSA II (209)
Jinger Feuerstein
SSA I (225)
Sheila Baker
Deputy Director of
Behavioral Health (17)
VACANT
Office Tech (96)
VACANT
SW Supe II (162)
•ASOC
Melissa Flaherty
Psychiatric NP (111)
80%
Rebecca Ballinger
Psychiatric RN (118)
•TRAC Team
•MDTs Team Liaison
Lacey Breing
LVN (61)
Valerie Trujillo
LVN (104)
Claudia Radonic
MH Asst III (69)
Lorena Dowling
MH Asst II (54)
James Jarvis
MH Asst II (62)
Matt Evans
MH Asst I (60)
Denise Collins
MH Asst I (59)
Kim Ballard
Deputy Director of
Public Health (181)
VACANT
PH Emerg Prep
& Response Coord (113)
Erica McAfee
NP (84)
Michael Maruyama
MH Clinician (83)
•Jail Based Services
VACANT
LVN (227)
•Jail Based Services
Sarah Montoya
EH Registered Nurse
•Jail Based Services
Christina Rizzonelli
LVN (228)
•Jail Based Services
Christina Christianson
EH LVN
•Jail Based Services
Liliana Martinez
EH RN
•Jail Based Services
Lisa Bello
Office Tech (126)
Candice Valladolid
SSA II (210)
Hannah Fouch
EH Nurse Practitioner
•Jail Based Services
Joy Marschall
Medical Tech (104)
Karen Wilson
Medical Tech (104)
Todd Davidson
SW Supe II (161)
•SUD
•Drug Court
Wendy Jaskowiak
MH Clinician (74)
Katie Cotter
MH Clinician (75)
Dennis Cole
AOD Spec II (3)
Sunday Moore
AOD Spec I (218)
Clarence Tedrow
MH Asst III (87)
Larry Lingenfelter
MH Asst. III (71)
•Probation
Sara Friedman
MH Aide (56)
Jillian Rodriguez
SW Supe II (164)
•FSP
•CCR
Brandi Howes-Medley
MH Clinician (76)
VACANT
MH Clinician (83)
80%
Gustavo Santos Olvera
MH Clinician (79)
VACANT
MH Clinician (82)
James Roberts
MH Asst III (211)
VACANT
MH Clinician (91)
Rene Rubalcava
MH Asst III (89)
Lisbeth Dean
MH Asst I (67)
Kyle Jenkins
SW Supe II (163)
•ASOC
Amy Olson
MH Clinician (77)
VACANT
MH Clinician (217)
Saxon Ambers
MH Clinician (78)
VACANT
MH Clinician (213)
Randy Diaz
MH Asst III (72)
VACANT
MH Clinician (70)
VACANT
MH Asst III (66)
Rhonda Mays
MH Asst I (58)
Luis Garcia
MH Aide (222)
Margarita King
PHN Manager (117)
•Community Health
•Clinic Services
Rosalyn Pyle
PHN I (118)
Mark Fazio
PHN II (114)
80%
Bonney Stephens
Program Spec III (104)
Iminder Toor
Admin Analyst I (223)
Michelle Kish
Program Spec II (104)
Nivette Wende
RN (104)
VACANT
PHN (118)
Kelli Destasio
SW Supe I (226)
•TCM
Austin Ridenhour
MH Asst II (61)
Gina Wessels
MH Asst III (88)
Leslie Ash
MH Asst III (79)
Kerri Gibbons
EH Manager (45)
•CUPA
•LEA
Carolyn Coder
Sr EH Specialist (122)
VACANT
EH Specialist I/II (116)
VACANT
EH Aide (119)
VACANT
Development Serv Tech (72)
Rachelle Ziegenfuss
Development Serv Tech (73)
Alexander Kunz
Student Intern (104)
Beck WesterLund
Student Intern (104)
Wendy Villands
Program Specialist I (233) 50%
Raider Fowler
Public Health Educator (112)
•Tobacco
•CalFresh Healthy Living
Shannon Emig
Program Spec II (106)
•Tobacco Ed. Program
Kelley Marty
Program Spec II (202)
•CFHL
60%
Kelly Harrison
Program Spec II (108)
•CFHL
Melissa Marrelli
Program Spec I (201)
•Tobacco Ed. Program 50%
VACANT
Program Specialist (234) 50%

MCAH Director Verification Form

Local Health Jurisdiction: **Fiscal Year: SFY 2023-24**

MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements

All LHJs are required to have an MCAH Director and should have other key positions to support the leadership structure and core functions of the Local MCAH program.

The LHJ must meet the Full Time Equivalent (FTE) and qualification requirement(s) for the MCAH Director as outlined below.

MCAH Director FTE Requirements
The MCAH Director will dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following CDPH/MCAH guidelines for the population.

MCAH Director Full-time Equivalent (FTE) and Qualification Requirements	
Total Population	MCAH Director FTE/Qualification
3.5 million	2.0 Physicians
750,001-3.5 million	1.0 Physician
200,001-750,000	1.0 Public Health Nurse
75,001-200,000	0.75 Public Health Nurse
25,001-75,000	0.50 Public Health Nurse
<25,000	0.25 Public Health Nurse

If the MCAH Director is not able to meet the FTE requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to assist with the responsibilities of the MCAH Director.

Please enter the FTE from the Local MCAH budget for the MCAH Director: Click or tap here to enter text. 25%

If the MCAH Director does not meet the FTE requirements, please list key positions that will assist with the responsibilities of the MCAH Director and the corresponding FTE.

Position Title	FTE
MCAH Coordinator	
Perinatal Services Coordinator	
Please list other:	

MCAH Director Verification Form

MCAH Director Qualification Requirements
The MCAH Director must be a qualified health professional as defined below.

Please indicate the MCAH Director's qualification:

☐ A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or

☑ A non-physician who is a certified public health nurse (PHN); or

☐ Other professional qualifications

Please list other professional qualifications of the MCAH Director below.
Click or tap here to enter text.

REQUIRED FOR ALL LHJS
Please describe how your Local MCAH Program provides clinical oversight. For example, the MCAH Director is a qualified physician as described above and/or a Public Health Nurse (PHN).
Click or tap here to enter text.

MCAH Director Requirements for LHJs Participating in the California Home Visiting Program (CHVP)

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

Margarita King — Signature of MCAH Director or designee

7/19/2023 — Date

For CDPH/MCAH use only:	
CDPH/MCAH has reviewed and approved the MCAH Director Verification form.	
Signature of Program Consultant	Date

MCAH Director Verification Form

Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

CDPH/MCAH may hold reimbursement unless a current form is on file with CDPH/MCAH.

Submittal During AFA Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director or designee.

Changes after the AFA process:

- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).

State of California—Health and Human Services Agency

California Department of Public Health

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Exhibit 12 | Report Date 6/23/22 | Page 1 of 1

Contract # 202222 | Contract Expires 6/30/23 | Previous Contract # 202122

Contractor Mariposa County Health & Human Services
Address 5300 Hwy 49 North, P.O. Box 5
City/State/Zip Mariposa, CA 95338
Contact Person Margarita King, Public Health Nurse Manager
Phone Number (209) 966-3689

CDPH Program Name CHDP
Address 1615 Capitol Avenue, 5th Floor, Suite 73.560
City/State/Zip Sacramento, CA 95814
Contract Manager Jennifer Karpenko
Phone Number (916) 650-0370

THIS IS NOT A BUDGET FORM

STATE/ CDPH PROPERTY TAG	QTY	ITEM DESCRIPTION Including manufacturer, model number, type, size, and/or capacity[1]	UNIT COST PER ITEM (Before Tax)	DISPOSAL # (Asset Mgmt Only)	ORIGINAL PURCHASE DATE	SERIAL NUMBER (If vehicle, list VIN #)	OPTIONAL (Program Use Only)
		N/A					
		Mariposa does not have equipment based on description of CDPH 1204					

[1] If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.). If van, include passenger capacity.

INSTRUCTIONS FOR CDPH 1204

(Please read carefully.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form, checking for accuracy and completeness and then submitting to the California Department of Public Health (CDPH) Asset Management (AM), who uses this form to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See Public Health Administrative Manual (PHAM), Section 1-1000 and Section 3-1320.)

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

Disposal: *Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* Complete this form, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receiving this form, the AM will contact the CDPH Program Contract Manager to appropriate arrange disposal/transfer of the items. (See PHAM, Section 1-1050.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

   - Tangible item with a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item with a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property: (These items were issued green state/ CDPH property tags.)

   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: smartphones, laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)

3. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.

For more information on completing this form, call AM at (916) 341-6168.

Certification Statement for the Use of Certified Public Funds

Pursuant to Code of Federal Regulations Title 42, Section 433.51, Public Funds as the State share of financial participation.

(a) Public Funds may be considered as the State's share in claiming FFP if they meet the conditions specified in paragraphs (b) and (c) of this section.

(b) The public funds are appropriated directly to the State or local Medicaid agency, or are transferred from other public agencies (including Indian tribes) to the State or local agency and under its administrative control, or certified by the contributing public agency as representing expenditures eligible for FFP under this section.

(c) The public funds are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.

Public Agency: N/A

Address: _____

City: _____ State: _____ Zip: _____

Period Covered: _____ Fiscal Year: _____

Grant Amount: _____ Recipient: _____

I HEREBY CERTIFY under penalty of perjury that:

1. I am the official responsible for the information contained in this certification statement and I am authorized to make this certification on behalf of the Public Agency.
    a. The information provided in this certification statement is true and correct and in accordance with state and federal law:
    b. This certification is based on actual, total expenditures made by the Public Agency of public funds that meet the requirements for claiming FFP.
2. The funds from units of government are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.
3. The costs contained in this certification statement have not previously been, nor will subsequently be used for federal match in this or any other program.
4. I understand that the making of false statements is punishable and constitutes violation of the Federal False Claims Act.

Signature: Diane L Robarge

Print name: Diane L. Robarge

Title: Admin Analyst Date: 7/19/23

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided, Mariposa County Health & Human Services-Public Health MCAH, has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2023-2, based on our review of all the criteria below:

- ☒ Professional Education and Training
- ☒ Job Classification
- ☒ Job Duties /Duty Statement
- ☒ Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- ☒ Organizational Chart
- ☒ Accurate, complete, and signed SPMP Questionnaire
- ☒ Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Mariposa County Public Health/M
Agency Name/Local Health Jurisdiction

Margarita King, MSN, PHN
Name and Title

Margarita King
Signature

7/15/2023
Date

SPMP ATTESTATION
Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Margarita King, MSN, PHN	MCAH Director/PSC	Masters in Nursing/Rachel	Registered Nursing	RN 444330/PHN66282
2	Rosalyn Pyle	Public Health Nurse	Bachelors of Science in	Registered Nurse	RN 95119383/ PHN561871
3					
4					
5					
6					
7					
8					
9					
10					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					

Skilled Professional Medical Personnel Questionnaire For Claiming Status

To determine whether you qualify as Skilled Professional Medical Personnel (*SPMP*) for claims being made for Medi-Cal administration, please complete the following form.

NAME: **MARGARITA KING**

MARIPOSA COUNTY HEALTH DEPARTMENT

Department: _____

Position Classification: **Public Health Nurse Manager**

1. Are you a physician licensed to practice medicine in the State of California?
   If ***Yes***, provide license number (_____), sign this form and turn it in.

   If ***No***, proceed to Question # 2. **NO**

2. Have you completed an educational program in a health or health-related field? **YES**

   If ***Yes***, list the highest academic degree you received in a health or health-related field, the subject in which it was received, and the name of the college/university where it was earned and proceed to Question # 3.

   Academic Degree: **Master's in Science Nursing (MSN) 2017**

   College/University: **Grand Canyon University (MSN)**
   If ***No***, stop, sign this form and turn it in.

3. Did your educational program last at least two years? **Yes**

   If ***Yes***, proceed to Question # 4.

   If ***No***, stop, sign this form and turn it in.

4. Did your educational program lead to a California licensure in a medically–related profession? **NO (Already obtained RN license in 1989; PHN certificate obtained 2003**

   If ***Yes***, provide license type and number, and sign this form and turn it in.

   License Type: RN 444330 PHN Certificate: 66282
   If ***No***, proceed to Question 5.

Skilled Professional Medical Personnel Questionnaire
For Claiming Status

5. Did part of your education program involve medical or health-related training including fieldwork (for example, in the area of health, mental health, or substance abuse)? **YES**

If ***Yes***, describe the training/fieldwork, sign the form, and turn it in.

Nurse Leadership 670 with Practicum hours worked at
Environmental Health
Nurse Research
Advanced Nursing Practice

If ***No***, proceed to Question # 7.

6. As a part of your educational program, did you take any courses which had a medical or health-related focus (for example, about health, mental health or substance abuse)? _____

If ***Yes***, list these courses below, sign this form, and turn it in.

_____
_____
_____

If ***No***, sign this form and turn it in.

Marguerite Ring 1/17/2023

Signature Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-129

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify the Approval of Acceptance of the CASPHI (California Strengthening Public Health Infrastructure) Grant Funds; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Public Health Branch Budget to Recognize the Grant Funding Full Award Amount (Five Years ($583,092) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Approval of Acceptance of the CASPHI (California Strengthening Public Health Infrastructure) Grant Funds; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Public Health Branch Budget to Recognize the Grant Funding Full Award Amount (Five Years ($583,092) (4/5ths Vote Required).

On December 4, 2022, California Department of Public Health (CDPH) received a Notice of Award (NOA) from Centers for Disease Control and Prevention (CDC) for CASPHI. CDPH applied for funding in all three strategies (A1 Workforce, A2 Foundational Capabilities, and A3 Data Modernization) and was approved for all three strategies. However, the A3 Data Modernization strategy funding is still pending and is currently unfunded by CDC. CDPH allocated funds to Local Health Jurisdictions (LHJs) as part of the A1 Workforce strategy.

On February 23, 2023, the Health and Human Services Public Health Branch received the CASPHI Local Health Jurisdiction Allocation Letter Award Number CASPHI0021. Health and Human Services Public Health Branch was awarded an annual award amount of $116,618, full award amount (five years) of $583,092. The CASPHI grant period is from December 1, 2022 to November 30, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Health and Human Services Public Health Branch has not brought the CASPHI grant to the board in the past. This is a new grant award. The CASPHI grant will replace the California Equitable Recovery Initiative (CERI) grant that ended on May 31, 2023, in order for Health and Human Services Public Health Branch to maintain the existing positions that have been funded under the CERI grant. The CERI grant was approved by the Board of Supervisors on December 21, 2021 with Board Resolution 2021-694.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not ratify the acceptance of the grant funding, the Health and Human Services Agency Public Health Branch will need to find alternate funding for this initiative.

FINANCIAL IMPACT

None. Revenue and corresponding appropriations are included in the Budget Action.

ATTACHMENTS

1. **CASPHI Funding Memo - Final**
2. **CASPHI Budget Action**
3. **Initiative Funding Certification- signed**
4. **Allocation Letter 2.23.2023 signed**
5. **Mariposa CASPHI Work Plan v2-Final**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

State of California—Health and Human Services Agency
California Department of Public Health

Tomás Aragón, MD, DrPH
Director

GAVIN NEWSOM
Governor

Date: February 14, 2023

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health (CDPH)

Subject: Overview of Centers for Disease Control and Prevention (CDC) *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems* Grant Award

I. Purpose

This memo provides LHJs with an overview of the CDC award for the above-mentioned grant funding, which is for a full five years. California's infrastructure funding is the *California Strengthening Public Health Initiative* (CASPHI).

On December 4, 2022, CDPH received a Notice of Award (NOA) from CDC for CASPHI. CDPH applied for funding in all three strategies (A1 Workforce, A2 Foundational Capabilities, and A3 Data Modernization) and was approved for all three strategies. However, the A3 Data Modernization strategy funding is still pending and is currently unfunded by CDC. CDPH will allocate funds to LHJs as part of the A1 Workforce strategy.

II. CASPHI Grants

The grant award start date was December 1, 2022. The annual grant periods are below:

Year 1	December 1, 2022 – November 30, 2023
Year 2	December 1, 2023 – November 30, 2024
Year 3	December 1, 2024 – November 30, 2025
Year 4	December 1, 2025 – November 30, 2026
Year 5	December 1, 2026 – November 30, 2027

Funding: The *California Strengthening Public Health Initiative (CASPHI)* includes $36,822,154 million for direct allocation to participating local health jurisdictions.

Here is a link to the funding allocation spreadsheet which lists the amount of annual and five-year total award amounts for each eligible and participating LHJ.

Required Staffing:

As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated advancing health equity and/or eliminating health disparities.

A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data, and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems and environments to more effectively serve communities and address structural and social determinants of health would also address this requirement. (Additional details and examples will be incorporated in the Funding Reference Guide.) LHJs will determine the focus and position title based on local needs.

The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).

Additional Details:

- At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.
- LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.
- Per CDC, all work under this funding initiative should be grounded in three key principles:
    - The need for data and evidence to drive planning and implementation
    - The critical role that partnerships will play in success, and
    - The imperative to direct these resources in a way that supports health equity

CDPH plans to issue a 25% advanced payment to eligible and participating LHJs. If an LHJ wishes to decline the advance payment, please send an email to CASPHILocalFunding@cdph.ca.gov stating "no advance payment". If an advance payment is declined, the LHJ is still eligible to receive the full allocation and would follow CDPH invoicing processes.

LHJ Eligibility Criteria: Any LHJ that did not receive direct CDC funding will be included in CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation. Per CDC, local governments (includes county, city, and townships) serving a 1) a county population of 2,000,000 or more or a city population of 400,000 or more were eligible to apply to the CDC for direct funding.

Number of LHJ allocation recipients: Effective FY 2022-23, $36,822,154 will be allocated to fifty (50) of the sixty-one (61) LHJs in California. Eleven (11) LHJs are receiving funding directly from the CDC and will not be part of this CDPH allocation process. Below are the LHJs receiving direct funding from the CDC.

List of LHJs who will receive direct funding from CDC
1. Alameda County Health Department
2. County of Riverside Department of Public Health
3. County of San Diego Health and Human Services Agency
4. Long Beach Health Department
5. Los Angeles County Department of Public Health (Includes the City of Pasadena)
6. Orange County Health Care Agency
7. Sacramento County Health Department
8. San Bernardino County-Department of Public Health
9. San Francisco Department of Public Health
10. Santa Clara County Health Department

Timeline: CDPH anticipates issuing individual allocation letters and funding guidance to LHJs by the end of February 2023. Work plan and spend plan templates will be provided with the allocation package for LHJs to complete and return to CDPH.

In addition to the direct allocation of funds to the 50 participating LHJs, CDPH will also coordinate the use of additional CASPHI grant funds for statewide activities to support all 61 local heath jurisdictions.

1. Hire a vendor to conduct a Local Public Health Workforce Assessment $2,000,000
   Potential areas of focus for this assessment will include a compensation study comparing salary rates across local public health agencies as well as private sector and health care rates for similar positions, identifying recommended staffing levels for foundational capabilities as well as expanded multisector functions of public health, and workforce diversity.

2. Support Public Health Capacity Building $1,010,404
   Targeted local assistance contract funding for equity-focused community-based organizations to provide capacity building support to local health jurisdictions.

3. Community Health Assessment and Improvement Plan Support $1,080,000
   Four years of funding (YRs 2-5) of statewide and targeted training and technical assistance activities support LHJs working to develop or update CHA/CHIPs

CASPHI Informational Webinar: CDPH is planning to hold an informational webinar to provide additional details once all allocation letters have been distributed. The date and time of the webinar will be provided with individual LHJ allocation letters.

Contact Information: For questions related to this funding stream, please email CASPHILocalFunding@cdph.ca.gov.

III. Reporting Requirements

The CDC is requiring semi-annual progress reporting from all recipients and subrecipients (including California LHJs). The report will require progress updates on all proposed activities in workplans, and progress on expenditures identified in spend plans.

The initial progress report is tentatively projected to be due to from CDPH to the CDC by the end of June 2023. Based upon this due date, CDPH anticipates requesting a hiring status update from all participating LHJs by mid-May 2023. Additional information on progress reporting dates and reporting templates will be provided in the individual allocation letters.

IV. Formula-Based Allocation Details

The formula-based allocation is designed to emphasize a focus on equity based on several factors. The formula-based allocation is using three weighted inputs: 30% population, 35% poverty, and 35% demographic diversity. These inputs are calculated using hybrid weighting that incorporate the proportion of the total statewide population (at 30%) and the percentage of the total LHJ population (at 70%) for which these inputs apply.

The overall allocation funding model has been developed to address the CDC grant focus on strengthening public health infrastructure and advancing capacity to address equity.
Both the level of the base and the formula structure are set in order to provide a stable funding level LHJs with smaller populations and a high percentage of residents experiencing disadvantage, as well as to augment funding for LHJs which may represent a large proportion of the statewide population experiencing disadvantage.

V. CDC Grants Sample Activities and Funding Restrictions

Below is a list of sample activities that could be completed utilizing these CASPHI grant funds:

1. **Recruit and hire new public health staff**. For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
2. **Retain public health staff**. For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
3. **Support and sustain the public health workforce**. For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
4. **Train new and existing public health staff**. For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
5. **Strengthen workforce planning, systems, processes, and policies**. For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

CDC Funding Restrictions

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Generally, recipients may not use funds to purchase furniture or equipment. (Equipment is defined as a single unit cost exceeding $5,000.)
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

See CDC's Funding Restrictions and Limitations for additional guidance and additional guidance on lobbying for recipients.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3629	401	45137	CASPHI/State Revenue		(116,618)	
3629	401	51111	Salaries		70,510	
3629	401	52101	Retirement-Employer		16,901	
3629	401	52201	Medical Insurance		12,551	
3629	401	52202	Dental Insurance		703	
3629	401	52203	Vision Insurance		690	
3629	401	52205	Life Insurance		197	
3629	401	52208	Medical Insurance Admin Fee		31	
3629	401	52301	Social Security		13,080	
3629	401	52302	Medicare		1,160	
3629	401	52303	SDI		795	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 1/5/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

CALIFORNIA STRENGTHENING PUBLIC HEALTH INITIATIVE FUNDING CERTIFICATION

The undersigned hereby affirms that they have read and agree with the funding requirements specified in the California Strengthening Public Health Initiative Agreement. The undersigned certifies:

1. That the funding provided under this agreement shall be used to supplement and not supplant all other specific local county funds.

Designee authorized to commit the Local Health Jurisdiction to this Agreement

Joe Lynch	Health & Human Services Director
Name (Print)	Title
[signature]	4/5/2023
Signature	Date

Mariposa County Health & Human Services
Local Health Jurisdiction Name

CASPHI0021
Agreement Number

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

GAVIN NEWSOM
Governor

February 23, 2023

Dr. Eric Sergienko, Health Officer
County of Mariposa
PO Box 5 (5300 CA-49N)
Mariposa, CA 95338

Kristina Allen, Health Director
County of Mariposa
P.O. Box 99
Mariposa, CA 95338

Re: California Strengthening Public Health Initiative LHJ Allocation Letter
Award Number: CASPHI0021

County of Mariposa

Dear Dr. Eric Sergienko, Kristina Allen:

On December 4, 2022, CDPH received a Notice of Award (NOA) from CDC for the California Strengthening Public Health Initiative (CASPHI). Please refer to the CDPH CASPHI Funding Memo dated 2/14/23 for a broader description of that award to California. CDPH is allocating funds to participating local health jurisdictions and this letter specifies your LHJ's specific allocation amount below and the LHJ Allocation Table (Attachment 1 CASPHI Allocation Table - Final). This allocation is for a full five years.

Your allocation of the CASPHI funds is below:

Annual Award Amount	$116,618.00
Full Award Amount (five years)	$583,092.00

This letter provides submission requirements for the period of **December 1, 2022 to November 30, 2027.**

Funding:

a. Any local health jurisdiction that did not apply for direct CDC funding will be included in CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation.

The methodology for allocating these funds as set by statute are as follows:

a. The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives.

   NOTE: If LHJ has funding allocated for up to five years of 1.0 FTE Equity Staffing under other funding sources, the base allocation of $150,000 can be utilized for other Workforce Development Activities.

b. The formula-based allocation is designed to emphasize a focus on equity based on several factors. The formula-based allocation is using three weighted inputs:

Total Funding Base Allocation (Weight)	Percentage
Population	30%
Race/Ethnicity	35%
Poverty	35%

c. These inputs are calculated using hybrid weighting that incorporates the proportion of the total statewide population (at 30%) and the percentage of the total LHJ population (at 70%) for which these inputs apply.

d. In addition to the direct allocation of funds to the 50 participating LHJs, CDPH's State Operations will also utilize the following funds to support all 61 local heath jurisdictions with the following activities:

   a. Hire a vendor to conduct a Local Public Health Workforce Assessment: $2,000,000

      i. Potential areas of focus for this assessment will include a compensation study comparing salary rates across local public health agencies as well as private sector and health care rates for similar positions, identifying recommended staffing levels for foundational capabilities as well as expanded multisector functions of public health, and workforce diversity.

   b. Support Public Health Capacity Building: $1,010,404

i. Targeted local assistance contract funding for equity-focused community-based organizations to provide capacity building support to local health jurisdictions.

c. Community Health Assessment and Improvement Plan Support: $1,080,000

i. Four years of funding (yrs. 2-5) of statewide and targeted training and technical assistance activities to support LHJs working to develop or update CHA/CHIPs.

e. Allocations to Local Health Jurisdictions are included in Attachment 1: CASPHI Allocation Table: Final.

Funding Requirements:

Non-Supplantation

a. The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.

b. Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds including, but not limited to, 1991 health local realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes and excluding federal funds in this determination. Please submit Attachment 5 by April 7, 2023. See Attachment 5 Certification Form.

Required Staffing:

a. As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.

a. At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.

b. LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.

b. A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems and environments to more effectively serve communities

and address structural and social determinants of health would also address this requirement. (Additional details and examples will be incorporated in the Funding Reference Guide.) LHJs will determine the focus and position title based on local needs.

c. The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).

d. Per CDC, all work under this funding initiative should be grounded in three key principles:

    a. The need for data and evidence to drive planning and implementation

    b. The critical role that partnerships will play in success, and

    c. The imperative to direct these resources in a way that supports health equity

CDC Funding Restrictions:

a. Recipients may not use funds for research.

b. Recipients may not use funds for clinical care except as allowed by law.

c. Generally, recipients may not use funds to purchase furniture or equipment.

d. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

    a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

    b. The salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before any legislative body

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

See CDC's Funding Restrictions and Limitations for additional guidance and additional guidance on lobbying for recipients.

Submission Requirements:

a. Complete and submit the Acknowledgement Letter on page 8 of this document by March 3, 2023 and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov.

b. Complete and submit verification of information in the CDPH Form 9083 to CASPHILocalFunding@cdph.ca.gov (these documents will be emailed out in a separate email with its own timeline).

c. Complete and submit a Workplan and Spend Plan by April 7, 2023, and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov. See Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan. Your Agency should consider the following when developing your Workplan and Spend Plan:

    a. Below is a list of sample activities that could be completed utilizing these CASPHI funds:

        i. Recruit and hire new public health staff. For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.

        ii. Retain public health staff. For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.

        iii. Support and sustain the public health workforce. For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.

        iv. Train new and existing public health staff. For example, this could include improving the quality and scope of training and professional development opportunities for all staff.

        v. Strengthen workforce planning, systems, processes, and policies. For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

Reporting Requirements:

a. CDC requires semi-annual progress reporting from all recipients and subrecipients (including CA LHJs). The report requires a hiring update in addition to progress on all proposed activities in workplans and spend plans.

b. The initial progress report is tentatively projected to be due from CDPH to CDC by the end of May 2023. Based upon this due date, please provide the first report by **May 26, 2023**. **Note**, the dates in the below table may be adjusted based on CDC submission requirements. We will notify you as soon as we know of any adjustments to the below dates.

c. As a recipient of the California Strengthening Public Health Initiative funding, the following reporting documents will be required:

   a. Submit semi-annual progress reports on objective progress to CDPH following the schedule below. Provide status of timelines, goals, and objectives outlined in your workplan. **Note**, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH. See Attachment 2 CASPHI Work Plan and Reporting.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 21, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027
Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

   b. Submit semi-annual expenditure and hiring reports to CDPH following the schedule below. Expenditure and hiring reporting should be completed within your Spend Plan. **Note**, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 3 CASPHI Spend Plan.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 24, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027

Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

c. A CDPH representative will issue reminders as these dates get closer.

d. CDPH will provide a template to use to facilitate the reporting of these data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: CASPHILocalFunding@cdph.ca.gov. See Attachment 4 Invoice.

a. First Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

b. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan following the due dates above within Reporting Requirements.

c. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has invested to strengthen our State's public health infrastructure throughout our diverse communities. CDPH is hosting a webinar on **March 20, 2023 from 4:00 PM – 5:00 PM** to go over the requirements and activities of this funding. A meeting notice will be sent through the CCLHO and CHEAC distribution lists . If you have any questions or need further clarification, please reach out to CASPHILocalFunding@cdph.ca.gov.

Sincerely,

Susan Fanelli

Susan Fanelli
Chief Deputy Director
California Department of Public Health

Acknowledgement of Allocation Letter

Instructions: Please check one statement below, sign, and return to CASPHILocalFunding@cdph.ca.gov

☒ **County of Mariposa** *acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section.* **County of Mariposa** *understands that these funds cannot be delegated to another Agency.*
☐ **County of Mariposa** *acknowledges receipt of this Allocation letter and does not accept the funds.* **County of Mariposa** *understands that CDPH will redistribute these funds.*

Name of Local Health Jurisdiction designated signee(s): Joe Lynch

Title/Role: Director

Signature of Local Health Jurisdiction designee(s):

Date: 4-5-2023

Attachments

Attachment 1: CASPHI Allocation Table - Final
Attachment 2: CASPHI Work Plan and Reporting
Attachment 3: CASPHI Spend Plan
Attachment 4: Invoice
Attachment 5: Certification Form

	Objective	Implementation Plan	Evaluation Plan	Issue Area (select from dropdown)		Strategy Area (select from dropdown)		Program Area (select from dropdown)		Achieve by Date Instructions: Enter date format mm/yyyy
	Instructions: Complete using SMART Objective	*Instructions: (Bulleted items or brief sentences)*	*Instructions: How will LHJ measure and track this objective?*	*Primary Issue Area*	*Secondary Issue Area*	*Primary Strategy Area*	*Secondary Strategy Area*	*Program Area*	*Specify "Other" Program Area*	
Objective 1	Retain FTE health equity position Integrate the health equity role into staff analyst responsibilities by March 1, 2023.	1. Acquire continued funding for health equity position once CERI grant expires 2. If position becomes vacant, will begin recruitment via county job posting; Review and select candidates to interview; Interview candidates; Complete offers to candidates; Onboard new staff	Position filled in the agency. If position becomes vacant, will work with HHSA HR and County HR to ensure recruitments are posted, candidate interviews are scheduled and onboarding is completed This positions responsibilities are built into existing position currently filled in the Health program. Increased Quality Assurance Unit structure provides for the oversight of Health equity tasks. Position and responsiilities will be reviewed quarterly to ensure adherance with grant requirements.	Access, Availability and Utilization of Health Services	Equitable Outcomes	Assess and monitor population health status, factors that influence health, and community needs and assets	Investigate, diagnose, and address health problems and hazards affecting the population	Assessment		06-2023
Objective 2	Senior Admin Analyst and Admin Analyst will begin to build CIE/Data infastructure to coordinate service delivery and information sharing, to support county-wide System Of Care. Develop CIE/Data infastructure in order to launch coordinated service delivery and information sharing for county-wide System of Care implementation with a tenative launch date of June 2023.	Senior Admin Analyst and Admin Analyst will: 1. Contract with developer to build system 2. Begin Phase 1 -Implementation to connect internal Electronic Health Records (EHR) to platform, and begin setup of the Resource Directory, develop data dashboard for information sharing to public. 3. Develop training cirriculum. 4. Phase 2 - Integrate additional internal systems into platform and connect outside partners to Resource Directory. 5. Phase 3 - Integrate outside partners into platform, create data sharing agreements between all partner.	With consolidated data resources in the CIE, Senior Admin Analyst and Admin Analyst will measure and implement preventative tactics to: 1. Reduce trauma from retelling personal history 2. Referrals are faster and within a Closed Loop system 3. Reduction in emergency room visits and hospitalizations 4. Client information sharing and collaboration between groups providing services	Equitable Outcomes	Access, Availability and Utilization of Health Services	Build and maintain a strong organizational infrastructure for public health	Assure an effective system that enables equitable access to the individual services and care needed to be healthy	IT		06-2024
Objective 3	Provide professional Fiscal support for the administration of CASPHI grant funds. Fiscal team will support the grant administration by reporting on the status of the grant funding, reporting and oversightand facilitating information sharing, meetings will occur bi weekly as an integrated section in Health/Admin meetings to be implemented no later than May 2023 and continue forward for the duration of the grant.	The Fiscal Administrative Analyst and Accounting Tech will provide fiscal and financial analysis to: 1. Develop budgets 2. Data Reporting 3. Invoicing 4. Create expenditure reports.	Sharepoint is used as a project management tool; analyst and tech will take lead of tracking status of each document and domain; monitor all fiscal components to ensure grant compliance and appropriate expenditures. Create and monitor required data reports.	Access, Availability and Utilization of Health Services	Other Core LHJ Infrastructure	Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement	Build and support a diverse and skilled public health workforce	Organizational Competencie	Fiscal, data analysis	12-2023
Objective 4	Health equity officer will continue to build, develop and support diversity to advance health equity and eliminate health disparities.Health equity officer will integrate health equity and goals for health disparties into the CHIP work plan, Cultural Responsiveness plan, and build awareness for all initiatives to be inclusive of this. Workplans will be developed on schedule with complete integration of this goal no later than December 2023 (to include the CLCP update).	To better collect and use data gathered as it relates to health equity and disparities; recognizing needs based on the small, rural community. Identify areas of improvement to address health equity to include policies, needs and barriers. Work with the community to educate and strengthen health equity and reduce disparities.	Work with all partners in the implementation of Community Information Exchange; attend partner meetings, community events, and any recognized opportunity to increase collaboration and improve community education as it relates to health equity. Health Equity officer will attend community and partner meetings as well as community events to increase collaboration and communitcation on health disparties. The work plans and community/partner engagement will be reviewed quarterly by Health Quality Assurance Supervisor.	Equitable Outcomes	Access, Availability and Utilization of Health Services	Assess and monitor population health status, factors that influence health, and community needs and assets	Investigate, diagnose, and address health problems and hazards affecting the population	Assessment		06-2024
Objective 5										
Objective 6										

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Remove Mark Pina from the In Home Supportive Services (IHSS) Advisory Committee

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RECOMMENDATION AND JUSTIFICATION

Remove Mark Pina from the In Home Supportive Services (IHSS) Advisory Committee .

Action is recommended based on Article 3 section 4 of the IHSS Advisory Committee by-laws (Board Resolution No. 2021-74) which states, "Any member who misses three meetings in a calendar year may become ineligible to continue serving on the committee. The chairperson (or designated staff member in this case) will inform the board of supervisors about the member's ineligibility."

Mr. Pina has not attended an IHSS meeting since December 2023 (there have been 3 meetings since that time) and multiple efforts to reach him (by both staff and the current chairperson) have been unsuccessful.

As a result of this action, the committee will have one additional vacancy. Notices of vacancy will be provided and posted in designated areas around the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

None related to this request to remove a member.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not remove member. It may be more difficult to obtain quorum at future meetings, and other interested members of the public lose an opportunity to become a voting member of the committee.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Notice of Vacancies- IHSS Adv. Committee**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

NOTICE OF VACANCIES

on the

In-Home Supportive Services (IHSS) Advisory Committee

There are currently Two (2) vacancies to be filled. Appointments shall be made as follows:

- Two (2) At Large members appointed for a term of four (4) years.

All subsequent appointments shall serve for three (4) years from the appointment date. Terms of appointment shall commence immediately.

To apply:

Individuals interested in serving on the IHSS Advisory Committee should fill out an application available on the County website and address and send it to the Clerk of the Board, Post Office Box 784, Mariposa, California 95338.

Posted:

cc: Mariposa County IHSS

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-130

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Mariposa County Health and Human Services Agency's California Work Opportunity and Responsibility to Kids (CalWORKS) System Improvement Plan; and Authorize the Board of Supervisors Chair to Sign the Improvement Plan

---

RECOMMENDATION AND JUSTIFICATION

Approve the Mariposa County Health and Human Services Agency's California Work Opportunity and Responsibility to Kids (CalWORKS) System Improvement Plan; and Authorize the Board of Supervisors Chair to Sign the Improvement Plan.

The CalWORKs System Improvement Plan (Cal-SIP) is implemented during this first Continuous Quality Improvement cycle, 2021-2026, as mandated by Senate Bill No. 89 (Chapter 24) and required by Welfare and Institutions Code section 11523.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Health and Human Services Agency (HHSA), requests the Board to approve the Cal-SIP as part of the CalWORKs Outcomes and Accountability Review (Cal-OAR) 5-year Continuous Quality Improvement (CQI) cycle for the CalWORKs program that is designed to improve performance outcomes and services for families receiving CalWORKs. Cal-OAR consists of three core components: performance indicators, a County CalWORKs Self-Assessment (Cal-CSA), and a CalWORKs System Improvement Plan. Mariposa County HHSA's request is for written approval of the third deliverable, the Cal SIP. As an outcome of state-mandated CQI processes, HHSA has produced and published the second deliverable, a comprehensive Cal-CSA.

The Cal-CSA was informed by performance outcomes provided by the California Department of Social Services (CDSS) and extensive internal and external stakeholder engagement, via electronic survey and in-person, as well as virtual focus groups with contracted Service Providers and current and former CalWORKs-Welfare-to-Work program participants. This self-assessment has provided guidance and direction in completion of HHSA's state-approved Cal-SIP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this item is not approved, it will prevent HHSA from moving forward with implementing the CalOAR SIP Plan.

FINANCIAL IMPACT

Funding for this program is included in the CalWORKs single allocation, which is included in the Health and Human Services Agency's approved Fiscal Year 2023-24 budget. No additional funding is required

and there will be no increase in net County Cost.

ATTACHMENTS

1. **Mariposa Cal-SIP Word-1.25.24 (1)**
2. **AppendixA-CalOAR Report SignOffSheet**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CalWORKs System Improvement Plan (Cal-SIP) Report

County: Mariposa

Contents

Executive Summary 2

Introduction 4

Section 1: Measures for Improvement and Strategies 6

- Part 1: Measure and Goal Narrative 6
- Part 2: Goal-level Descriptions 8

Section 2: Peer Review 16

Section 3: Target Measure Summary 20

Appendix 23

Executive Summary

1. Please summarize the performance measures selected for improvement.

Mariposa recognizes that a combination of lack of awareness of programs and program supports, and an overall lack of motivation contribute to less engagement for our clients. As such, our strategies and action steps are devoted to increasing awareness of program components and motivating and incentivizing clients to engage in and complete their assigned activities. Mariposa has selected Orientation Attendance Rate and the Overall Engagement Rate for improvements.

2. Please provide a comprehensive list of improvement strategies identified within the Cal-SIP.

Mariposa county seeks to improve their performance by implementing the following:

Goal 1: Increase Orientation Attendance Rate to 32% from 26%. Review using Cal-OAR dashboard and county ad hoc reports, worker appointment schedules improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Strategy 1: Implementation of incentives for participants.

Action Steps:

- Meet and work with fiscal on claiming guidelines.
- Develop procedure for claiming and tracking.
    - Train staff
- Develop procedures and guidelines for qualifying incentive activities.
    - Amount of incentives.
    - What appointments/activities qualify for incentives.
    - Train staff.

Strategy 2: Increase outreach and marketing.

Action Steps:

- Develop outreach material
    - Flyers/posters: update “What can WTW do for you “flyer that is in CalWORKs intake info packets”.
    - Social media
    - English and Spanish versions of all outreach material and Social Media posts.
- The WTW staff will train the Eligibility staff on program supports and incentives so they can better encourage clients to participate in services offered. An initial training will be provided to inform staff more about the program and the benefits it offers. WTW staff will join Eligibility unit meetings going forward on a quarterly basis to give updates and answer any questions.
- To further encourage clients and provide a warm introduction to the WtW program, we will have WTW staff join the Eligibility staff at the end of the

CalWORKs intake interviews to introduce who the WTW worker will be and help guide their next step in the CalWORKs process.

Strategy 3: Gathering Equity Data

Action Steps:

- Create a survey to identify why the minority populations are not applying for CalWORKs.
- Conduct outreach activities to engage with minority populations and ask that they complete the survey.
- Track the survey results to inform and develop future strategies.

Goal 2: Increase Engagement Rate to 27% from 21%. Review using Cal-OAR dashboard and county ad hoc reports improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Strategy 1: Implementing of incentives for participation.

Action Steps:

- Meet and work with fiscal on claiming.
- Develop procedure for claiming and tracking.
    - Train staff.
- Develop procedures and guidelines for qualifying incentive activities.
    - Amount of incentives.
    - What appointments/activities qualify.
    - Train staff.

Strategy 2: Client Recognition-congratulatory note cards for new job or finishing school.

Action Steps:

- Find and order basic cards.
    - English and Spanish.
- Develop simple templates for different types of notes.
    - English and Spanish
- Train Staff.

Strategy 3: Gathering equity data.

- Create a survey to identify why the minority populations are not applying for CalWORKs.
- Conduct outreach activities to engage with minority populations and ask that they complete the survey.
- Track the survey results to use to develop future strategies.

Introduction

The CalWORKs Outcomes and Accountability Review (Cal-OAR) is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

The Cal-OAR continuous quality improvement (Cal-CQI) process (which includes the Cal-CSA and Cal-SIP) takes place over five-year cycles. The first Cal-OAR cycle commenced on July 1, 2021, with the implementation of Cal-OAR. The Cal-SIP is the second component of the Cal-OAR CQI process. The Cal-SIP is based on the information gathered and reported from the Cal-CSA, wherein each CWD will develop a plan for improving their CalWORKs program. The Cal-SIP will select a measure or set of measures for focused improvements and development to improve the selected performance measures while pairing each Cal-SIP goal with an equity goal and/ or strategy.

1. Describe your approach to the Cal-SIP Report.

Mariposa County contracted a team from the University of California, Davis Center for Human Services (UCD) to support the coordination of the Peer Review and System Improvement Plan Report. UCD created a spreadsheet outlining the writing lead, support, and reviewer for each section, along with due dates for the draft and final version of each section. UCD took the lead on drafting sections that involved compiling or analyzing data from the Peer Review and sections describing overall processes. County staff served as the reviewers for these sections. County staff drafted all other sections.

Mariposa County staff intend to meet with partners and collaborators twice a year to continue to gather input and ideas to further support our Goals and Strategies. County staff will also be gathering feedback for our shared clients. These meetings may also be achieved throughout the year during various other meetings, for example, housing team meetings, adult, and child team meetings, etc.

To facilitate co-writing and multiple rounds of revision, the team utilized a Word version of the report stored in a cloud server. UCD monitored report deadlines and maintained the master draft. UCD also proofread and edited the report before transferring the content to the CDSS template.

Partners and collaborators will continue to inform the CWD's improvement efforts both informally, through periodic interagency meetings and shared client casework interactions, and formally, throughout additional stakeholder engagement events to be held in conjunction with the next SIP Progress Report. The CWD will continue to make efforts to gather feedback from current and former clients and will explore the best

method(s) for encouraging clients to share their valuable insights, i.e., focus groups, surveys (at appointments and/or other methods), or follow-up phone calls.

2. Briefly describe past and current system improvement efforts.

Historically, when a client was initially approved for CalWORKs and referred to Welfare to Work, an appointment would be set for the initial appointment. A letter would be mailed to the client informing the client of the date and time that they were required to come into the office for an orientation appointment. Some observations that we made with this process showed that clients were not showing to these appointments, and this increased our sanctioned caseload as well. We knew that we needed to try something different and were really pushed to think outside of the box with the onset of COVID. With agency buildings being physically closed to the public, we decided to make it the standard to reach out to clients by telephone once a case was assigned to a Social Worker. The Social Workers started to work closer with the clients to get their buy in before scheduling the appointments. The staff also began calling the clients the day before the appointment to remind them.

3. Briefly describe the success or failure of those efforts at improving service delivery or programmatic outcomes.

Feedback from staff and clients indicate that this initial personal contact has helped build rapport between the Welfare to Work Social Workers and clients which has resulted in improved appointment attendance numbers. Also, clients are more likely to reschedule appointments rather than not show up. The CWD found that these phone calls also helped staff problem solve barriers that would have kept clients from being able to attend appointments such as childcare or transportation issues.

4. An overview of the CWD's organizational vision and mission (optional).

AGENCY VISION:

"Mariposa County is a healthy, safe, and thriving community"

AGENCY MISSION:

We empower individuals, families, and our community to be healthy and safe by providing responsive, caring, and supportive services. Working with our community and our partners, we all become resilient and thriving.

Section 1: Measures for Improvement and Strategies

Part 1: Measure and Goal Narrative

1. Describe the reason for selecting the measure or programmatic grouping of measures.

The Orientation Attendance and (ongoing) Engagement rates were selected as the CWD has consistently struggled with performance on these measures. (see figure 1 and 2 located in the appendix).

In addition to underperformance over time, the CWD selected Orientation Attendance rate at the front end of the process as performance on this measure/programmatic grouping impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue engagement, which can result in sanctions. Low engagement will also impact customers' success in getting and maintaining employment.

Recent performance on the Engagement rate measure seemed artificially high to the CWD, since Mariposa County typically performs below the state average on this measure. Staff expect the ending of the good cause waiver that was implemented during the Covid-19 pandemic to impact (lower) the county's Engagement rate and determined that focused improvement efforts designed to mitigate anticipated challenges were a priority.

2. Do partners and collaborators agree this is a measure or programmatic grouping of measures that should be focused on at this time?

Partners agreed that initial engagement is a performance area that should be prioritized for improvement as it sets the foundation for future engagement and impacts all subsequent performance measures. From the Initial Engagement programmatic grouping, Orientation Attendance was selected for focused improvement efforts in recognition of its importance in setting the tone for engagement throughout the life of a case.

The Engagement rate was selected from the Ongoing Engagement programmatic grouping for focused improvement efforts despite partners not identifying it as a priority for improvement. The CWD believes recent performance reported on this measure is artificially inflated by the good cause waiver and that performance over time, which is typically lower than the state average, along with the anticipated impact of the ending of the waiver, make this measure a priority for improvement efforts. Partners did agree that external factors such as the Covid-19 pandemic, additional unemployment funding, and the good cause waiver had a large impact on ongoing engagement.

3. Describe any anticipated interactions with other measures.

The Orientation Attendance rate, as part of the Initial Engagement programmatic grouping, impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue

engagement, which can result in sanctions. Low engagement will also impact customers' success in getting and maintaining employment. A high rate of orientation attendance is anticipated to positively impact all subsequent measures, particularly those in the Initial Engagement programmatic grouping.

Similar to the Orientation Attendance rate impacting performance on all subsequent measures, the Engagement rate is impacted by all of the previous Initial Engagement measures, and in turn, interacts with the other measures in the Ongoing Engagement programmatic grouping, i.e., the Sanction and Sanction Resolution rates. As stated above, low participation in orientation can result in low attendance at the first activity, which may then make customers less likely to continue engagement, leading to sanctions and negatively impact customers' success in getting and maintaining employment.

4. Describe how the CWD will track performance measure improvement.

The CWD will be monitoring and analyzing the results of the proposed system improvement strategies for Orientation Attendance and Engagement rates on an ongoing monthly basis, using the Cal-OAR data dashboard, internal ad hoc reports and worker appointment schedules showing the proportion of clients who attended their activity in the month. The CWD will also monitor the sanction rate with the understanding that increases in our sanctions are inversely related to our intent to increase the engagement rate. The Cal-OAR team will hold regular meetings to discuss the progress of ongoing improvements/strategies aligned to increase Orientation Attendance and program Engagement.

Part 2: Goal-level Descriptions

Goal 1: Increase Orientation Attendance Rate to 32% from 26%. Review using Cal-OAR dashboard and county ad hoc reports, worker appointment schedules improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Strategy 1*: Implementation of incentives for participants.*

Strategy 2*: Increase outreach and marketing.*

Strategy 3*: Gathering equity data.*

1. Explain the reasoning or methodology which was used to determine this goal.

Mariposa County utilized data on the performance measures and feedback from partners and collaborators to identify priorities and goals for the SIP. Multiple tools (e.g., needs gap analysis, problem tree analysis, etc.) were used with internal staff, external partners, and clients to determine areas most in need of improvement and identify root causes that could inform improvement goals and strategies.

The CWD selected the Orientation Attendance recognizing it has consistently struggled with performance on this measure. In addition to underperformance over time, the CWD selected Orientation Attendance rate at the front end of the process as performance on

this measure/programmatic grouping impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue engagement, which can result in sanctions. Low engagement will also impact customers' success in getting and maintaining employment.

During CSA discussions, partners and collaborators agreed that initial engagement is a performance area that should be prioritized for improvement as it sets the foundation for future engagement and impacts all subsequent performance measures. The Orientation Attendance rate from the Initial Engagement programmatic grouping was selected for focused improvement efforts in recognition of its importance in setting the tone for engagement throughout the life of a case.

2. What led the CWD to these improvement strategies?

Upon completing the CSA Report, the Cal-OAR planning team met to discuss partner feedback and further narrow the focus for the SIP. The team discussed each performance measure identified as a priority by partners, drafting a broad list of potential strategies for each measure. The team then considered the resources needed to implement the various strategies and each strategy's potential for impacting the measure, i.e., will the strategy have a broad or narrow impact. The team selected the strategies that would have the most impact while also being feasible given the CWD's current and projected resources.

While stakeholders and county Welfare-to-Work leadership and staff agreed on the measures for focused improvement efforts, not all strategies proposed by partners and collaborators were chosen for inclusion in the SIP.

In terms of orientation, customers noted the importance of existing strategies that the CWD is already employing, like having alternative formats for the orientation, such as by phone, especially when childcare and transportation limit the ability to travel to the HHSA office. However, customers also reported that phone orientations can be challenging when multiple customers are on a call. Customers also identified the requirement to recertify if they re-enroll in benefits, despite having completed orientation multiple times previously, as a barrier to participation, perceiving it as repetitive and tedious.

Customers and partners alike acknowledged the challenge that transportation can present to initial, and likely also ongoing, engagement. In particular, customers in the north county have difficulty traveling to the county seat of the town of Mariposa for engagement activities. WTW staff currently offer gas vouchers and transportation provided by the CWD, in addition to traveling to the north county office themselves to meet customers, as solutions to this challenge.

While partner and customer recommendations were considered, the CWD ultimately did not choose to write strategies specific to these suggestions, instead focusing on an incentive program and marketing/outreach efforts, both strategies designed to address

what root cause analysis discussions identified as the most impactful point at which to focus improvement efforts – hard to engage customers.

Several already successful practices noted by partners and customers that will continue to be utilized by the CWD in meeting customers' needs and encouraging initial, as well as ongoing, engagement include offering the use of an online portal, the option to e-sign documents by phone/text for customers without computer access, and customer-directed engagement, such as meaningful rapport building between WTW workers and customers.

3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.

There is limited research outlining best practices when identifying program marketing as a strategy for this goal. It is generally recognized that increased awareness of available services and potential benefits to customers is correlated to increased engagement and participation.

In addition to some peer counties having reported success in employing an incentive program at various points throughout the typical case flow, various studies (examples below) support the proven value of recognition, both financial and non-financial, as a motivational tool. Most of these reviews explore employee recognition programs, and while customers are not employees of the CWD, it is reasonable to expect that the same principles are applicable in motivating CalWORKs customers as have been found to be successful in workplace studies.

References in support of recognition and/or incentive programs:

Luthans, K. (2000). Recognition: A powerful, but often overlooked, leadership tool to improve employee performance. Journal of Leadership Studies, 7(1), 31-39.

Day, A., Kelloway, E. K., & Hurrell Jr, J. J. (Eds.). (2014). Workplace well-being: How to build psychologically healthy workplaces. John Wiley & Sons.

Banya, B. S. (2017). The Relationship Between Simple Employee Recognition and Employee Productivity in Business Organizations. A Case Study. Anchor Academic Publishing.

4. Describe the roles of each partner and collaborator in implementing the selected strategies.

Partner collaboration will be essential in disseminating the new marketing materials once they are developed. Partners will be asked to display the new materials in their offices and to direct potential clients to the CWD as appropriate. Materials will also be presented at all agency outreach events and highlighted on social media posts.

5. Identify any staff education and training needs, and include any technical assistance needed to implement strategy and achieve goal.

Both strategies require the development and implementation of additional staff training. For the first strategy, staff will need to be trained on procedures and guidelines for administering, tracking, and properly claiming the incentive program.

The second strategy requires Employment and Eligibility staff to be trained on how to use the revised marketing materials and “warm handoffs” from Eligibility Specialists' to Welfare to Work Social Workers. Additionally, Eligibility staff will need to be trained and regularly updated on the Welfare to Work program, including incentives, so they can speak about it with customers knowledgeably.

All of these will be ongoing training needs as new staff join the CWD.

6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve this goal.

An identified barrier will be the time and coordination it will take to work with internal teams due to time constraints and staffing shortages.

The CWD has a strong working relationship with our fiscal and administrative teams which will help to provide a foundation in developing our strategies. Developing forms, spreadsheets and tracking mechanisms that work for both units will be a critical component for successful implementation of the incentive program. Identifying and monitoring the budget activity for the newly created incentive program will also be important to its success. Providing clear and timely communication with our agency’s Public Information Officer and marketing unit will ensure that our program materials reach as many participants as possible.

An additional barrier will be the scheduling of coordinated appointments between the Eligibility team and the Welfare to Work team.

While the teams work in the same branch and in close proximity, appointments do not always run along the same timeframes and can vary in duration. Identifying protected time on calendars, sharing calendar appointments and of course clear communication will be integral factors in implementing this strategy.

7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved. (e.g., tracking tools, meetings, monitoring, etc) Include who will be responsible for follow up and compliance.

The CWD will monitor and analyze the Orientation Attendance Rate on an ongoing systematic basis. The Public Assistance Staff Service Analyst (SSA) will lead monthly Cal-OAR check-ins. The meeting will review the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal - 1.5% increase every six months. The team will use the Cal-OAR Dashboard, county ad hoc reports and worker

appointment schedules to identify successes and challenges and determine needed improvements based on the challenges.

Goal 1 Strategy 1: Implementation of incentives for participants.

- Action Step 1: The team will schedule a meeting with the fiscal department to discuss claiming of incentives for participants. SSA will monitor progress biweekly (every two weeks) to ensure the meeting is held in a timely manner.
- Action Step 2: The team will schedule a meeting with the fiscal department to decide procedure for claiming and tracking of customer incentives. WTW Supervisor will monitor progress biweekly (every two weeks) to ensure that the procedure is developed and implemented in a timely manner and that staff are in turn trained promptly. WTW Supervisor will track staff training and ensure all staff are trained on the new procedures.
- Action Step 3: The team will meet to develop procedures and guidelines for the customer incentive program. SSA will monitor progress biweekly (every two weeks) to ensure that the procedure and guidelines are developed in a timely manner and that staff are in turn trained promptly. WTW Supervisor will track staff training and ensure all staff are trained on the new procedures.

Goal 1 Strategy 2: Increase outreach and marketing.

- Action Step 1: The WTW supervisor will provide updates on revisions to the outreach material at monthly staff meetings. The SSA will review all outreach materials and social media posts once every two months to ensure that all materials were provided in English and Spanish.
- Action Step 2: The team will track the number of trainings offered and the number of Eligibility staff trained.
- Action Step 3: The team will add an item to case notes where staff will indicate if WTW staff met with clients at intake. The SSA will review intake notes every month to ensure that these meetings are occurring.

Goal 1 Strategy 3: Gathering equity data.

- Action Step 1: The team will meet to develop survey questions and survey administration plans (methods, collection timeline, etc.). SSA will monitor progress monthly.
- Action Step 2: The team will plan and conduct outreach activities prior to and during the survey collection period to maximize participation. SSA will monitor progress monthly.
- Action Step 3: The team will meet at the conclusion of the survey collection period to review and analyze information gathered.

Goal 2: Increase Engagement Rate to 27% from 21%. Review using Cal-OAR dashboard and county ad hoc reports improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

***Strategy 1**: Implementing of incentives for participation.*

***Strategy 2**: Client Recognition-congratulatory note cards for new job or finishing school.*

***Strategy 3**: Gathering equity data.*

1. Explain the reasoning or methodology which was used to determine this goal.

Mariposa County utilized data on the performance measures and feedback from partners and collaborators to identify priorities and goals for the SIP. Multiple tools (e.g., needs gap analysis, problem tree analysis, etc.) were used with internal staff, external partners, and clients to determine areas most in need of improvement and identify root causes that could inform improvement goals and strategies.

The Engagement rate was selected from the Ongoing Engagement programmatic grouping for focused improvement efforts despite partners not identifying it as a priority for improvement. The CWD believes recent performance reported on this measure is artificially inflated by the good cause waiver and that performance over time, which is typically lower than the state average, along with the anticipated impact of the ending of the waiver, make this measure a priority for improvement efforts. Partners did agree that external factors such as the Covid-19 pandemic, additional unemployment funding, and the good cause waiver had a large impact on ongoing engagement.

2. What led the CWD to these improvement strategies?

Upon completing the CSA Report, the Cal-OAR planning team met to discuss partner feedback and further narrow the focus for the SIP. The team discussed each performance measure identified as a priority by partners, drafting a broad list of potential strategies for each measure. The team then considered the resources needed to implement the various strategies and each strategy's potential for impacting the measure, i.e., will the strategy have a broad or narrow impact. The team selected the strategies that would have the most impact while also being feasible given the CWD's current and projected resources.

Recent performance on the Engagement rate measure seemed artificially high to the CWD, since Mariposa County typically performs below the state average on this measure. Staff expect the ending of the good cause waiver that was implemented during the Covid-19 pandemic to impact (lower) the county's Engagement rate and determined that focused improvement efforts designed to mitigate anticipated challenges were a priority. Strategies were chosen that have the potential to benefit all customers, including in particular those that are most reluctant to engage with the CWD.

3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.

In addition to some peer counties having reported success in employing an incentive program at various points throughout the typical case flow, various studies (examples below) support the proven value of recognition, both financial and non-financial, as a motivational tool. Most of these reviews explore employee recognition programs, and

while customers are not employees of the CWD, it is reasonable to expect that the same principles are applicable in motivating CalWORKs customers as have been found to be successful in workplace studies.

References in support of recognition and/or incentive programs:

Luthans, K. (2000). Recognition: A powerful, but often overlooked, leadership tool to improve employee performance. Journal of Leadership Studies, 7(1), 31-39.

Day, A., Kelloway, E. K., & Hurrell Jr, J. J. (Eds.). (2014). Workplace well-being: How to build psychologically healthy workplaces. John Wiley & Sons.

Banya, B. S. (2017). The Relationship Between Simple Employee Recognition and Employee Productivity in Business Organizations. A Case Study. Anchor Academic Publishing.

4. Describe the roles of each partner and collaborator in implementing the selected strategies.

Partner feedback and involvement in participant successes will be crucial in helping staff recognize and celebrate customer achievements. Knowing when participants meet goals will help in identifying when congratulatory notes, etc. should be sent out.

5. Identify any staff education and training needs, and include any technical assistance needed to implement strategy and achieve goal.

Both strategies require the development and implementation of additional staff training and both will be an ongoing training need as new staff join the CWD and/or partner agencies.

For the first strategy, staff will need to be trained on procedures and guidelines for administering, tracking, and properly claiming the incentive program. Employment staff will also present the new information at unit and leadership meetings, so the agency is up to date on the new strategies.

For the second strategy, CWD staff will be trained on implementing the recognition program. Additionally, partners that the agency collaborates with will be invited to share customer successes with the CWD staff so workers can celebrate goals and milestones achieved by customers.

6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve this goal.

An identified barrier will be the time and coordination it will take to work with internal teams due to time constraints and staffing shortages.

The CWD has a strong working relationship with their fiscal and administrative teams which will help to provide a foundation in developing SIP strategies. Developing forms, spreadsheets and tracking mechanisms that work for both units will be a critical component for successful implementation of the incentive program. Identifying and

monitoring the budget activity for the newly created incentive program will also be important to its success.

An additional identified barrier will be making sure that communication being delivered to our clients is consistent and fair while also celebrating the spirit of why we are sending the notes. What we will be trying to avoid is the impression that one client is favored over another.

Identifying and agreeing on the "why" and "when" recognition cards will be sent out will be important. Having standardized templates will also guide this approach. This will help to ensure that staff are consistent with the procedures so that various Social Workers are not over-utilizing the strategy. Over-saturation can take away the impact of what is trying to be accomplished.

7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved. (e.g., tracking tools, meetings, monitoring, etc) Include who will be responsible for follow up and compliance.

The CWD will monitor and analyze the Engagement rate on an ongoing systematic basis. The Public Assistance Staff Service Analyst (SSA) will lead monthly Cal-OAR check-ins. The meeting will review the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal, 1.5% increase every six months. The team will use the Cal-OAR Dashboard and county ad hoc reports to identify successes and challenges and determine needed improvements based on the challenges.

Goal 2: Increase Engagement Rate to 27% from 21%. Review using Cal-OAR dashboard and county ad hoc reports improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Goal 2 Strategy 1: Implementing of incentives for participation.

- Action Step 1: The team will schedule a meeting with the fiscal department to discuss claiming of incentives for participants. SSA will monitor progress biweekly (every two weeks) to ensure the meeting is held in a timely manner.
- Action Step 2: The team will schedule a meeting with the fiscal department to decide procedure for claiming and tracking of customer incentives. WTW Supervisor will monitor progress biweekly (every two weeks) to ensure that the procedure is developed and implemented in a timely manner and that staff are in turn trained promptly. WTW Supervisor will track staff training and ensure all staff are trained on the new procedures.
- Action Step 3: The team will meet to develop procedures and guidelines for the customer incentive program. SSA will monitor progress biweekly (every two weeks) to ensure that the procedure and guidelines are developed in a timely manner and that staff are in turn trained promptly. WTW Supervisors will track staff training and ensure all staff are trained on the new procedures.

Goal 2 Strategy 2: Client Recognition-congratulatory note cards for new job or finishing school.

- Action Step 1: The team will coordinate with the fiscal department for the purchase of note cards in both English and Spanish. WTW Supervisor will monitor progress biweekly (every two weeks).
- Action Step 2: The team will develop sample or template language for different types (e.g., new employment, sustained employment, academic achievement). WTW Supervisor will monitor progress biweekly (every two weeks).
- Action Step 3: WTW Supervisors will track staff training and ensure all staff are trained on the policy and have access to note cards and sample/template language.

Goal 2 Strategy 3: Gathering equity data.

- Action Step 1: The team will meet to develop survey questions and survey administration plans (methods, collection timeline, etc.). SSA will monitor progress monthly.
- Action Step 2: The team will plan and conduct outreach activities prior to and during the survey collection period to maximize participation. SSA will monitor progress monthly.
- Action Step 3: The team will meet at the conclusion of the survey collection period to review and analyze information gathered.

Section 2: Peer Review

Peer county/ counties selected for collaboration and consultation:

Calaveras and Tuolumne

1. Discuss how the Peer Review process impact Cal-SIP development.

The Peer Review process had a notable influence on Mariposa County's Cal-SIP development. Mariposa County was successful in gleaning valuable insights from its peer county, leading to a comprehensive reevaluation of strategies and departmental challenges. Mariposa County recognizes that the Peer Review process in large part aligned with the Cal-SIP goals, however, it played a pivotal role in prompting Mariposa County to revise its goals, ensuring a more precise and focused approach, with particular emphasis on improvement in the CalWORKs/Welfare to Work program, distinct from addressing broader departmental challenges.

Mariposa County identified strengths and challenges during the County Self-Assessment (CSA) process and had selected goals and drafted preliminary strategies in advance of the Peer Review. The Peer Review process did not identify any new strengths or challenges besides those that were discussed in the CSA, instead the peer review provided an opportunity for Mariposa County to thoughtfully consider those strengths and challenges as part of a comprehensive exploration of factors that impact the performance measures chosen, enhance and revise strategies and action steps designed to affect those measures, and benefit from the sharing of promising practices from peer counties. Discussions with peer counties during the Peer Review provided Mariposa with ideas and resources on how peer CWDs are operating successful incentive programs and incorporating equity goals into their SIP strategies, such as by ensuring all outreach and program materials are available in both English and Spanish (Mariposa County does not have threshold languages but does have a Spanish speaking population.). This exchange of information informed root cause analysis discussions and the refinement of SIP strategies and action steps.

2. Discuss steps taken to conduct peer review.

Planning. UCD prepared multiple potential peer review schedules for the county's review. Schedules spanned one to two days and included a mix of presentations and discussions. The county selected a peer review modality (in-person vs. virtual), schedule, dates, and times. Planning meetings including representatives from the CWD and UCD were held weekly to prepare for the peer review as well as after the peer review to organize and manage the incorporation of insights gathered during the peer review into the county's SIP and strategies.

Peer Selection. The planning team identified potential peer counties using the Peer Review Survey Data Characteristics Matrix provided by CDSS. The team considered peer counties' region, size, and similarity to the host county. Once identified, the county contacted potential peer counties via phone and email requesting one to two peers from

each county. The planning team sought to recruit at least two peers from different counties to ensure that varied perspectives were represented in the peer review.

Once identified, peers were provided with all materials they would need for the peer review. This included the county's CSA report, slides for the Welcome Orientation and County Overview, interview questions, and preliminary SIP strategies.

Participants. In addition to the peers, county staff were invited to participate in the peer review. Participants included the Deputy Director, Welfare to Work Supervisor, social workers, and administrative staff.

Peer Review. The peer review was conducted virtually on October 16, 2023, with a focus on Mariposa County. Mariposa County also participated in two additional peer review meetings, on October 17, 2023, a virtual meeting was conducted focusing on Calaveras County and on October 18, 2023, a virtual meeting was conducted focusing on Tuolumne County. It consisted of a series of presentations and focused discussions. All sessions were facilitated by two trained facilitators from UCD. The facilitators previously conducted the county's partner and collaborator engagement events and thus had familiarity with the CWD's structure and staff. Mariposa County's peer review was completed in one day and they did not host additional meetings with peer counties beyond the event. However, during the same week as their own event, Mariposa County in turn participated as peers in the peer reviews of both of their peer counties (Calaveras and Tuolumne), which provided additional opportunities to benefit from peer learning and sharing.

Welcome Orientation. The peer review began with a Welcome Orientation that introduced the peer review participants, provided an overview of Cal-OAR for participants unfamiliar with the process, introduced the Cal-OAR performance measures, and outlined the goals of the peer review.

County Overview. Staff presented an overview of the county demographics and county CalWORKs department to provide peers with context for the CSA findings and SIP strategies. This included a discussion of the department's organizational structure, client demographics, staff demographics, process for assigning cases, and average caseloads.

CSA Findings. The facilitators presented a summary of the county's performance on the Cal-OAR performance measures, highlighting measures on which the county is performing well or needing improvement. They also summarized the partner and collaborator feedback outlined in the CSA Report.

SIP Strategies. The county presented the performance measures under consideration for the SIP and their preliminary goals, strategies, and action steps.

Question and Answer. Peers interviewed county staff using a question list developed by UCD. The list included questions specific to each performance measures to help peers understand the root causes of the challenges the county is seeking to address with its

SIP strategies. The questions also guided peers to consider county demographics and how they might impact the provision of services to marginalized populations.

Focused Discussion. The facilitators guided peers and county staff through a discussion of the selected performance measures and SIP strategies. For each measure and strategy, the group discussed:

1. Does the strategy address the root causes of the observed trends?

2. What potential challenges do peers or staff anticipate the county will face in implementing the strategy?

3. Do peers have recommendations or other strategies for the county to consider?

Prioritizing Strategies and Next Steps. To conclude the peer review, peers and county staff voted on which performance measures and strategies to put forth in the SIP Report. The group then identified next steps for each strategy.

3. Briefly summarize observations and action items from Peer Review process.

Mariposa county had already developed a set of goals which were discussed during the peer review process. Root cause analysis discussion during the peer review affirmed that the selected focus areas are fitting, and draft strategies are appropriate. Observations and actions items from the Peer Review included:

Goal 1 Increase the Orientation Attendance Rate

Strategy 1: Implementation of Incentives for Participation

Action Items:

- Meet and work with fiscal on claiming
- Develop procedure for claiming and tracking
- Train staff
- Develop procedures and guidelines for qualifying incentive activities
- Amount of incentives
- What appointments /activities qualify
- Train staff

Strategy 2: Increase outreach and marketing.

Action Items:

- Develop outreach material
- Flyers/Posters
- Update “What can WTW do for you” flyer that is in CW intake info packets
- Social Media
- Ongoing training for Eligibility staff on WTW program and incentives
- WTW staff join Eligibility staff at the end of intake appointment

Goal 2 Increase the Ongoing Engagement Rate.

Strategy 1: Implementation of Incentives for Participation

Action Items:

- Meet and work with fiscal on claiming
- Develop procedure for claiming and tracking
- Train staff
- Develop procedures and guidelines for qualifying incentive activities
- Amount of incentives
- What appointments /activities qualify
- Train staff

Strategy 2: Client Recognition-congratulatory note cards for new job or finishing school.

Action Items:

- Congratulatory note cards for new job or finishing school
- Find and order basic cards
- Develop simple templets for different types of notes
- Train staff

The two peer counties, Tuolumne, and Calaveras offered constructive feedback in helping Mariposa strengthen its goals. One of the identified action items is to develop an incentive program to encourage initial and ongoing participation. Tuolumne county has offered an incentive program for many years and was able to offer many strategies on how they started it and how they have maintained the program – they also shared procedures on how the program operates and forms that they use, which will be extremely helpful to Mariposa in getting this started.

Another area that the CWD felt grew from in the discussion was the focus on equity strategies. This strategy will relate to both of the CWD's goals. In reference to outreach and client recognition, ensuring that all forms of communication are translated into the identified primary language will be addressed. The two peer counties pointed out that the CWD should make sure that all materials are available in at least the county's identified threshold languages.

Section 3: Target Measure Summary

Goal 1: Increase Orientation Attendance Rate to 32% from 26%. Review using Cal-OAR dashboard and county ad hoc reports, worker appointment schedules improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Performance Measure: Orientation Attendance Rate

Baseline Result: 26%

Cal-SIP Start Time: 05/01/2024	**Progress Report #1:** 05/09//2025	**Progress Report #2:** 06/12/2026	**Cycle End Date:** 06/30/2026

Strategies, Action Steps, and Tracking Improvement:

Strategy 1: Implementation of incentives for participants.

Action Steps:

- Meet and work with fiscal on claiming guidelines.
- Develop procedure for claiming and tracking.
    - Train staff
- Develop procedures and guidelines for qualifying incentive activities.
    - Amount of incentives.
    - What appointments/activities qualify for incentives.
    - Train staff

Strategy 2: Increase outreach and marketing.

Action Steps:

- Develop outreach material
    - Flyers/posters: update “What can WtW do for you “flyer that is in CalWORKs intake info packets”.
    - Social media
    - English and Spanish versions of all outreach material and Social Media posts.
- Ongoing training for Eligibility staff on WTW program and incentives.
- WTW staff join Eligibility staff at the end of CalWORKs intake interviews to explain WTW program and its’ potential benefits to customers.

Strategy 3: Gathering equity data

Action Steps:

- Create a survey to identify why the minority populations are not applying for CalWORKs.
- Conduct outreach activities to engage with minority populations and ask that they complete the survey.

- Track the survey results to inform and develop future strategies.

Tracking: The CWD will monitor and analyze the Orientation Attendance Rate on an ongoing systematic basis. The Public Assistance Staff Service Analyst (SSA) will lead monthly Cal-OAR check-ins. The meeting will review the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal - 1.5% increase every six months. The team will use the Cal-OAR Dashboard, county ad hoc reports and worker appointment schedules to identify successes and challenges and determine needed improvements based on the challenges.

Goal 1 Strategy 1: Implementation of incentives for participants

- Action Step 1: The team will schedule a meeting with the fiscal department to discuss claiming of incentives for participants. SSA will monitor progress biweekly (every two weeks) to ensure the meeting is held in a timely manner.
- Action Step 2: The team will schedule a meeting with the fiscal department to decide procedure for claiming and tracking of customer incentives. WTW Supervisor will monitor progress biweekly (every two weeks) to ensure that the procedure is developed and implemented in a timely manner and that staff are in turn trained promptly. WTW Supervisor will track staff training and ensure all staff are trained on the new procedures.
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- Action Step 1: The WTW supervisor will provide updates on revisions to the outreach material at monthly staff meetings. The SSA will review all outreach materials and social media posts once every two months to ensure that all materials were provided in English and Spanish.
- Action Step 2: The team will track the number of trainings offered and the number of Eligibility staff trained.
- Action Step 3: The team will add an item to case notes where staff will indicate if WTW staff met with clients at intake. The SSA will review intake notes every month to ensure that these meetings are occurring.

Goal 1 Strategy 3: Gathering equity data.

- Action Step 1: The team will meet to develop survey questions and survey administration plans (methods, collection timeline, etc.). SSA will monitor progress monthly.
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- Action Step 3: The team will meet at the conclusion of the survey collection period to review and analyze information gathered.

Goal 2: Increase Engagement Rate to 27% from 21%. Review using Cal-OAR dashboard and county ad hoc reports improving by 1.5% every 6 months within 2 years (for a total of a 6.0% improvement).

Performance Measure: Engagement Rate

Baseline Result: 21%

Cal-SIP Start Time: 05/01/2024	**Progress Report #1:** 05/09/2025	**Progress Report #2:** 06/12/2026	**Cycle End Date:** 06/30/2026

Strategies, Action Steps, and Tracking Improvement:

Strategy 1: Implementing of incentives for participation.

Action Steps:

- Meet and work with fiscal on claiming.
- Develop procedure for claiming and tracking.
    - Train staff.
- Develop procedures and guidelines for qualifying incentive activities.
    - Amount of incentives.
    - What appointments/activities qualify.
    - Train staff.

Strategy 2: Client Recognition-congratulatory note cards for new job or finishing school.

Action Steps:

- Find and order basic cards.
    - English and Spanish.
- Develop simple templates for different types of notes.
    - English and Spanish
- Train Staff.

Strategy 3: Gathering equity data.

- Create a survey to identify why the minority populations are not applying for CalWORKs.
- Conduct outreach activities to engage with minority populations and ask that they complete the survey.
- Track the survey results to use to develop future strategies.

Tracking: The CWD will monitor and analyze the Engagement rate on an ongoing systematic basis. The Public Assistance Staff Service Analyst (SSA) will lead monthly Cal-OAR check-ins. The meeting will review the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the

team will specifically review progress towards the stated goal, 1.5% increase every six months. The team will use the Cal-OAR Dashboard and county ad hoc reports to identify successes and challenges and determine needed improvements based on the challenges.

Goal 2 Strategy 1: Implementing of incentives for participation.

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Goal 2 Strategy 2: Client Recognition-congratulatory note cards for new job or finishing school.

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Appendix

Figure 1

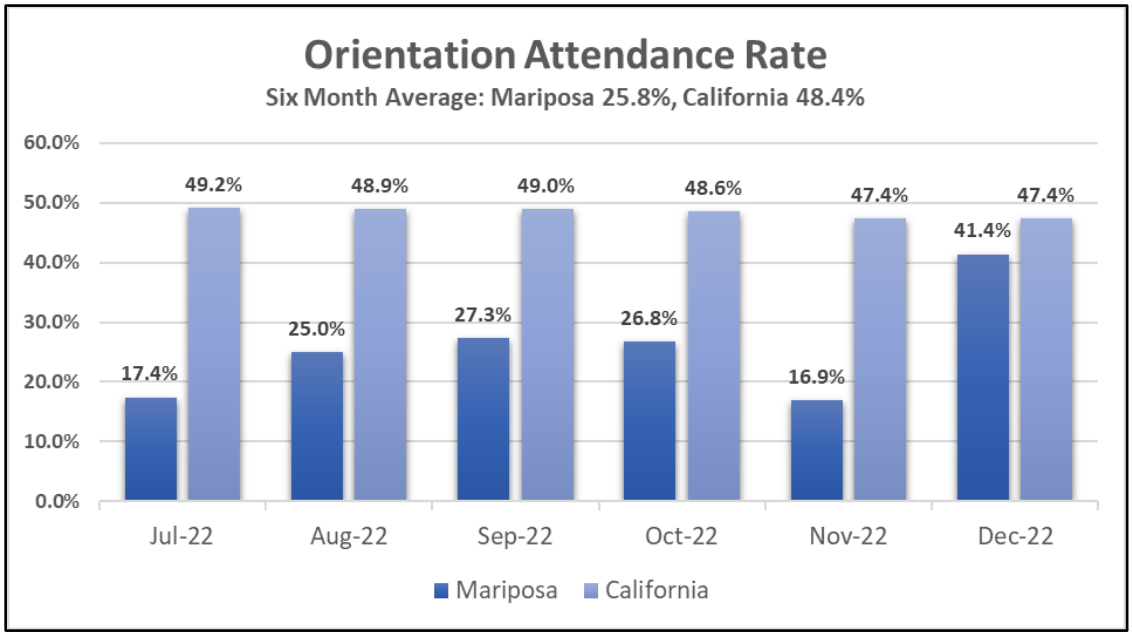
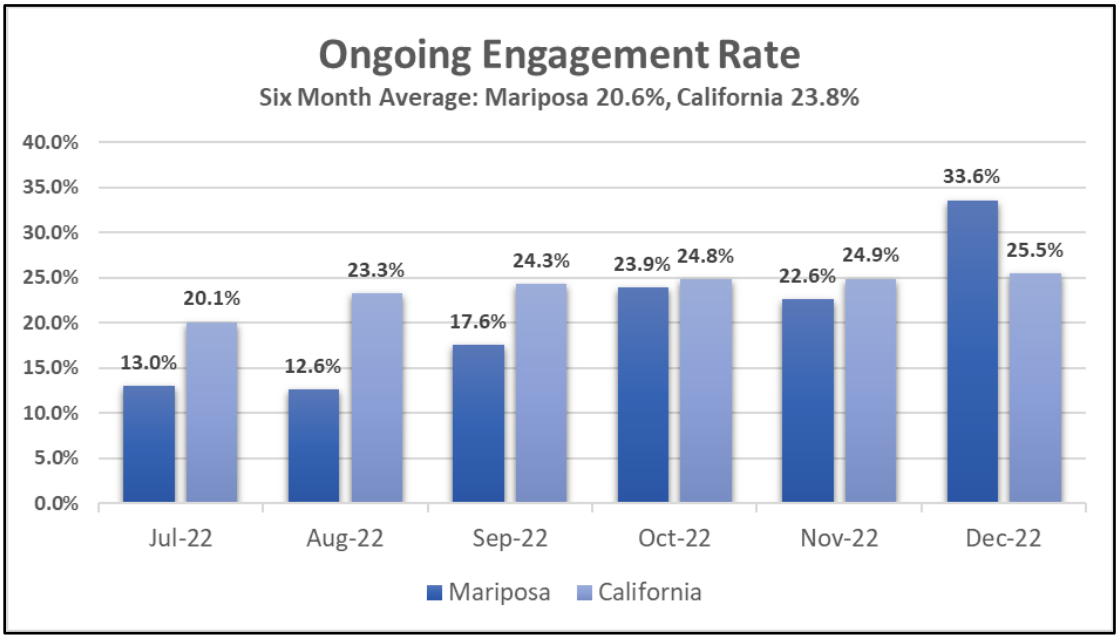


Figure 2



CAL-OAR REPORT SIGNATURE

For submittal of: ☐ Cal-CSA ☑ Cal-SIP ☐ Cal-SIP Progress Report

County	Mariposa
Submission Date	12/01/2023
Cal-CQI Cycle	2021-2026 Cycle
County Welfare Director	
Name	Joseph Lynch
Signature	
Phone Number	(209)966-2000
Board of Supervisors (BOS) Representative Signature – <u>For Cal-SIP Approval Only</u>	
BOS Approval Date	4/09/2024
Name	Miles Menetrey
Title/Position	BOS Chair
Signature	

Contact Information

County Cal-OAR Contact	Name and Title	Rebecca Maietto
	Phone & E-mail	(209)742-0955 rmaietto@mariposacounty.org

Sign, scan, and submit the Signature Sheet along with the Cal-OAR Report to your county's SFT site.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-131

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Second Amendment with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $95,000 for a New Amount Not to Exceed $215,000 for the Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $95,000 for a New Amount Not to Exceed $215,000 for the Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Jackson & Coker provides specialty Locum Tenen services to Health and Human Services Agency (HHSA). This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center and to the inmate population at the Mariposa County Adult Detention Facility. This supplements our nurse practitioner staff during illness or vacation. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting for additional practitioner types at additional sites per week to meet client needs. Jackson & Coker will locate, screen, and present Physicians and Nurse Practitioners licensed in the State of California to provide required health services. For the purpose of the amendment, HHSA requests inclusion of the family practice physician and family practice nurse practitioner services to better serve client needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the fiscal year 2023-2024 agreement on October 17, 2023, through Resolution Number 2023-573. On December 19, 2023, the Board of Supervisors approved the First Amendment through Resolution Number 2023-656.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, HHSA will have difficulty finding another provider to fulfill the required additional services.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Jackson & Coker 2024 (A02) Amend - 24.03.05-V3**
2. **Jackson & Coker 2024 (A01) - Res. 2023-656-EXECUTED**
3. **Jackson & Coker 2024 - Res. 2023-573-EXECUTED**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SECOND AMENDMENT TO AGREEMENT FOR HEALTH CARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR HEALTH CARE SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jackson and Coker Locum Tenens, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 17, 2023, wherein Contractor agreed to provide psychiatric services; and

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "SERVICES," and are hereby amended to provide that Contractor agrees to provide the following additional services: family practice physician services and family practice nurse practitioner services. *These services will be provided at the Adult Correctional Facility and the Community Health Center either in person or via telehealth virtual appointments.*

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional cost accompanying the additional services: Family Practice Nurse Practitioner Weekday Rate listed as $170.00-$200.00 per hour (w/ W2 CA fee), Overtime Rate listed as $255.00-$300.00 per hour (w/ W2 CA fee); Family Practice Physician Weekday Rate listed as $210.00 - $255.00 per hour, Overtime Rate listed as $315.00 - $383.50 per hour. *Compensation is hereby amended to provide that an additional $95,000.00 will be added to the original amount of $120,000, making the total compensation paid to Contractor the not to exceed amount of $215,000.*

Except as herein amended, the Agreement dated October 17, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Matt Hale, VP
Jackson and Coker Locum Tenens, LLC

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: A1BF2338-D3FA-4405-9D8F-676712CB06A5

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-656

MEETING: December 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to the Agreement with Jackson and Coker Locum Tenens, LLC for Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement with Jackson and Coker Locum Tenens, LLC for Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Jackson & Coker provides specialty psychiatric services to Health and Human Services Agency (HHSA) four hours per week. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting for these additional four hours per week to meet client needs. Jackson & Coker will locate, screen, and present psychiatrists licensed in the State of California to provide required mental health services. For the purpose of the amendment, HHSA requests inclusion of the family practice physician and family practice nurse practioner services to better serve client needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the current agreement on October 17, 2023, through Resolution No. 2023-573.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, HHSA will have difficulty finding another provider to fulfill the required additional services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **First Amendment - Jackson and Coker Agreement 2024**
2. **Jackson & Coker 2024 - Res. 2023-573**

VOTE RESULT

DS

C-HHSA

DocuSign Envelope ID: A1BF2338-D3FA-4405-9D8F-676712CB06A5

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: A1BF2338-D3FA-4405-9D8F-676712CB06A5

FIRST AMENDMENT TO AGREEMENT FOR PSYCHIATRIC SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PSYCHIATRIC SERVICES, is made and entered into this 19th day of December 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jackson and Coker Locum Tenens, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 17, 2023, wherein Contractor agreed to provide psychiatric services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work and compensation to be provided by Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. "SCOPE OF SERVICES," is hereby amended to provide that Contractor agrees to provide the following additional services: family practice physician services and family practice nurse practitioner services.

2. "RATES/COMPENSATION," is hereby amended to provide the following additional costs accompanying the additional services: *Family Practice Nurse Practitioner Weekday Rate listed as $170.00-$200.00 per hour(w/ W2 CA fee), Overtime Rate listed as $255.00-$300.00 per hour(w/ W2 CA fee); Family Practice Physician Weekday Rate listed as $210.00 - $255.00 per hour, Overtime Rate listed as $315.00 - $383.50 per hour.*

Except as herein amended, the Agreement dated October 17, 2023 shall remain in full force and effect.

DocuSign Envelope ID: A1BF2338-D3FA-4405-9D8F-676712CB06A5

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43E07AC19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Matt Hale
59A3AA1EECA147E...

Matt Hale, VP
Jackson and Coker Locum Tenens, LLC

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign

Certificate Of Completion

Envelope Id: A1BF2338D3FA44059D8F676712CB06A5
Status: Completed
Subject: Complete with DocuSign: 23-656 - First Amendment - Jackson and Coker Agreement 2024.pdf
Source Envelope:
Document Pages: 4
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
12/19/2023 4:23:53 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 12/19/2023 4:26:19 PM Resent: 12/20/2023 7:37:20 AM Viewed: 12/20/2023 8:13:17 AM Signed: 12/20/2023 8:13:26 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 12/20/2023 8:13:28 AM Viewed: 12/20/2023 9:18:29 AM Signed: 12/20/2023 9:18:45 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 12/20/2023 9:18:46 AM Viewed: 12/20/2023 11:57:34 AM Signed: 12/20/2023 11:57:38 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Matt Hale mhale@jacksonandcoker.com SVP Finance Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Hale 59A3AA1FFCA147F... Signature Adoption: Pre-selected Style Using IP Address: 67.191.245.251 Signed using mobile	Sent: 12/20/2023 11:57:40 AM Viewed: 12/20/2023 12:07:24 PM Signed: 12/21/2023 12:09:36 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 12/20/2023 12:07:24 PM ID: c6d94d3e-556e-48e5-9fec-712b2e2fc703		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	DS C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 12/21/2023 12:09:38 PM Viewed: 12/21/2023 12:45:17 PM Signed: 12/21/2023 12:45:41 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2023 4:26:19 PM
Certified Delivered	Security Checked	12/21/2023 12:45:17 PM
Signing Complete	Security Checked	12/21/2023 12:45:41 PM
Completed	Security Checked	12/21/2023 12:45:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

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Resolution 23-573

CONTRACT NUMBER:

DEPARTMENT: **HEALTH AND HUMAN SERVICES**

COMPANY: **JACKSON & COKER LOCUM TENENS, LLC**

TYPE OF AGREEMENT: **SPECIAL SERVICES**

THIS AGREEMENT is made and entered into by and between the County Of Mariposa, a Political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **Jackson & Coker LocumTenens, LLC,** a private for-profit Corporation, located at **2655 Northwinds Parkway, Alpharetta, Georgia,** (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to contract for special services, pursuant to Government Code Section 31000, to provide psychiatric services to its consumers and;

WHEREAS, CONTRACTOR is a locum tenens agency that can source, screen, and present independent contractor licensed psychiatrists on a temporary basis in the State of California ("Contractor Services"); and

WHEREAS, one or more of CONTRACTOR's affiliates may also source, screen and present advanced practice providers (i.e., nurse practitioners and physician assistants) to provide clinical services to COUNTY; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said Contractor Services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR will use its best effort to locate,, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the COUNTY to meet the needs of the COUNTY. Acceptance of qualified candidates will be at the COUNTY's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the PROVIDER.

COUNTY will, whenever possible, provide advance notice to CONTRACTOR of the need for a psychiatrist or nurse practitioner and the projected time frame. The recitals above shall be incorporated into the terms of this Agreement.

2. TERM

The term of this Agreement shall commence on July 1, 2023, and continue until the 30Th day of June, 2024, unless sooner terminated in accordance with Sections entitled, "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING","TERMINATION FOR CAUSE" **or** "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement.

3. RATES/COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for PROVIDER at the following rates:

Psychiatrist (Adult or Child)

Weekday Rate: $ $270.00-$295.00 per hour

Overtime Rate: $ $345.00-$388.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call) 8

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C-HHSA

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-573

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) in the Amount of $120,000 for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) in the Amount of $120,000 for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Jackson & Coker provides specialty psychiatric services to HHSA four hours per week. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting for these additional four hours per week to meet client needs. Jackson & Coker will locate, screen, and present psychiatrists licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an Agreement with Jackson & Coker on July 19, 2022 through Resolution No. 2022-429.

The Board of Supervisors approved the First Amendment to the Agreement with Jackson & Coker on August 15, 2023 through Resolution No. 2023-458.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa County and J&C 07.01.2023-06.30.2024**

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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Administration fee:	waived

Nurse Practitioner

Weekday Rate:	$200.00-$230.00 per hour
Overtime Rate:	$ 300.00-$345.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)
Holiday:	$Premium of one-half of the daily rate
Perm Fee	$30K after 60 days of locums

- The hourly rates are per hour per licensed provider or pro-ration thereof.
- The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
- **Holiday Premium:** A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by COUNTY, should the PROVIDER render Medical Services/work on the holiday. The premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater.

Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

In no event shall Medical Services performed under this Agreement be in excess of the total contract amount by Fiscal Year:

2023-2024: $120,000

Payments by COUNTY shall be monthly in arrears, for Medical Services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation, pursuant to the notification obligations as further outlined below. CONTRACTOR shall submit to COUNTY monthly-itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of Medical Services provided by the PROVIDER. Any and/or all payments for services made under this Agreement shall be paid by check, payable to the order of CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name:	Jackson & Coker LocumTenens, LLC
Address:	2655 Northwinds Parkway.119-608
City/State/Zip	Alpharetta, GA 30009

CONTRACTOR may request the COUNTY to have the check mailed or delivered to CONTRACTOR, in such a manner, or at such other address as, CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with such procedures as outlined under Section, "NOTICES".

CONTRACTOR shall hold harmless the State of California in the event COUNTY cannot or will not pay for covered Medical services rendered by PROVIDER pursuant to the terms of this Agreement.

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4. RECRUITMENT FEE

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or

B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or

B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the PROVIDER last provided Medical Services to COUNTY.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes to the other party as follows.

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

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C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery services.

E. Electronic Transmission. When sent by facsimile transmission or by internet connection to the last noticed facsimile or internet location provided by the recipient to the party giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery to the receiving party. Any notice given by electronic transmission shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non- business day.

In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all electronic communications that relate to this contract and Contractor Services provided.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
Director, Mariposa County
Health and Human
Services Agency
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000
Fax: 209-742-0996

CONTRACTOR and PROVIDER Attn.
Jackson & Coker LocumTenens, LLC
2655 Northwinds Parkway 119-608
Alpharetta, GA 30009
Attn: Matt Hale (800)
272-2707
with copy to:
General Counsel
2655 Northwinds Pkwy
Alpharetta, GA 30009

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Any party may change its address or electronic addresses by giving the other party notice of the change in any manner permitted by this Agreement.

CONTRACTOR shall submit weekly-itemized invoices, for services performed and the amount owed under this Agreement. Each invoice must:

A. Detail by task the service performed by PROVIDER.

B. Detail the labor cost (number of hours x rate) attributed to each task.

C. Show the cumulative cost for all tasks performed to date.

D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process the invoiced claim. Upon approval by the COUNTY, the sum due herein shall be paid to the CONTRACTOR within thirty days (30) following receipt of a proper invoice. CONTRACTOR shall invoice COUNTY weekly, addressed to the Mariposa County Health & Human Services Agency, P.O. Box 99, Mariposa, CA 95338; Attention: Fiscal Services.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the ongoing continuation of this Agreement is therefore contingent upon the receipt and/or appropriation of the necessary funds. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole but reasonable judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding. is available, which shall be at least thirty (30) days after the CONTRACTOR is notified by the COUNTY . In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement, provided such suspension or modification is mutually agreed upon in writing. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Agreement may continue pursuant to such arrangement, at the mutual written agreement of the parties.

7. TERMINATION FOR CAUSE

If either party materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the other party shall, in addition to any other remedies it may have, provide such party with written notice of Default in the manner set forth under the "NOTICES" clause, specifying the provision(s) or term(s) of this Agreement that such party has failed to satisfy or has breached. Any notice of Default shall provide the alleged defaulting party with thirty (30) calendar days from the date of such notice allowing such party to fully cure the Default to the other party's satisfaction. Should the alleged defaulting party thereafter fail to proceed with all reasonable diligence to fully cure the Default, the non-defaulting party may terminate this Agreement for cause by giving five (5) calendar days written notice to the other party in the manner set forth under Section 6, "NOTICES". In the event of any proceeding by or against the CONTRACTOR, including

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but
not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County may exercise its right of termination under this Section.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further financial liability to CONTRACTOR except for payment for actual Contractor Services incurred during the performance hereunder, or as otherwise outlined in Section 11 and herein.

9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

CONTRACTOR shall receive compensation for PROVIDER for any work appropriately completed prior to receipt of the notice of termination that has not been disputed by COUNTY in writing. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR that is the subject of a good faith dispute provided to the other party in writing for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR or PROVIDER is determined and established in writing, signed by all parties.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement subject to the terms of this section. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding, or agreement not incorporated herein, shall be binding on any of the parties hereto.

11. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $3,000.000.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California for CONTRACTOR's employees, as applicable, with Statutory Limits, and Employer's Liability Insurance for CONTRACTOR'S employees, as applicable, with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the 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 the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third party claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent caused by the Indemnitor. Indemnification is

subject to: (a) the indemnified party promptly providing the indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR'S obligation to indemnify does not extend to any acts or omissions of PROVIDERS except as related to failing to screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the PROVIDER begins his/her assignment.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR and/or PROVIDER are each an independent contractor of each other, and each are independent contractors of the CONTRACTOR under this Agreement. COUNTY shall neither have,

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nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The interest and responsibility of the COUNTY is to assure that the Medical Services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall require PROVIDERS to acknowledge and agree that PROVIDERS will be required to be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, and other income, fees, and independent contractor statutes or codes applying to PROVIDER, or its sub- contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR and PROVIDERS, with their sub- contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits.

CONTRACTOR shall ensure that all its personnel, employees, and the PROVIDER used to perform the Medical Services are aware and expressly agree that COUNTY is not responsible for any such benefits.

14. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to CONTRACTOR'S services provided under this Agreement. To the extent permitted by law, COUNTY shall have access at times mutually agreed upon by the parties and until the expiration of four (4) years after the furnishing of Contractor Services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities directly pertaining to this Agreement, with reasonable advance written notice provided to CONTRACTOR by COUNTY, all at COUNTY'S sole cost. CONTRACTOR shall maintain the records for at least four years.

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

15. REPORTS AND INFORMATION

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may reasonably request to the extent directly pertaining to the CONTRACTOR'S Services provided pursuant to this Agreement. Such reports may include, but not be limited to, information to support billing and/or Provider information, to the extent such Provider information is reasonably available to CONTRACTOR.

16. CONFIDENTIALITY

Each party shall, and CONTRACTOR shall require PROVIDERS to comply with, applicable laws and regulations, including but not limited to California W&I Code Section 5328; to 42 C.F.R. Part 2 and 45 C.F.R Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information as well as each party's confidential and proprietary information including the terms and conditions of this Agreement and the documents provided to COUNTY in approving and credentialing the PROVIDER. Each party shall, and CONTRACTOR shall require PROVIDER to the extent applicable, to not use identifying information for any purpose other than carrying out the obligations under this contract.

Each party shall not, and CONTRACTOR shall require PROVIDER to not disclose, except as otherwise specifically

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permitted by the contract or authorized in writing by the other party, or by the client/patient, as applicable, any such identifying information to anyone other than except as allowed in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual. To the extent it is determined that CONTRACTOR is a Business Associate under HIPAA regulations, the CONTRACTOR agrees and shall require PROVIDER to agree to comply with the applicable provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached as Addendum No. 01, to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

17. COMPLIANCE AND INTEGRATED ETHICS

The COUNTY is committed to adhere to its adopted code of ethics to ensure that the its business is conducted in an ethical and professional manner; and is consistent with the i ts vision statement: "Enhancing well-being in a safe and thriving community."

COUNTY Compliance is necessary to ensure compliance with applicable federal, state, and local laws, rules, and regulations regarding professional conduct and to ensure that professional conduct reflects the principles of the COUNTY to treat consumers, the general public, and other health service providers with integrity, honesty, courtesy, fairness, and respect.

Contractor agrees to establish commercially reasonable ethical standards for all staff employed by CONTRACTOR. Prior to referral to COUNTY, PROVIDERS shall be informed of the need to establish, for themselves the same or satisfactory ethical standards as required by COUNTY, such standards to be provided in writing by COUNTY so they can be shared with the PROVIDERS prior to referral. The standards shall include compliance with applicable state and federal regulations for safeguarding client information. CONTRACTOR agrees to require PROVIDERS to participate in orientation and trainings reasonably required by COUNTY on the established ethical standards provided by COUNTY to PROVIDER. Written policies and procedures shall be established that ensure organizational and individual compliance, such standards shall be provided in writing to PROVIDER by COUNTY.

18. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing Medical Services that enables that system, agency or those persons providing Medical Services to work effectively in cross-cultural situations. CONTRACTOR shall require PROVIDER, upon retention for Medical Services, to attend any necessary cultural competency trainings that are designed for COUNTY staff that are responsible for providing specialty mental health services (CCR 1810.211 & CCR 1810.410), as required by COUNTY. CONTRACTOR shall require that the PROVIDER, if necessary and upon reasonable request, make available to COUNTY evidence of such trainings, staff attendance, and course content within 30 days of completion or upon request of COUNTY. PROVIDER shall be required by COUNTY to use professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those being seen in the system, will work effectively in a cross cultural environment as a condition of referral.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR agrees, and will contractually require PROVIDER to agree and assure COUNTY, as applicable, that the parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws,

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regulations, and ordinances and to not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of Medical Services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of Medical Services are free from such discrimination and harassment.

As applicable, CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws. They shall include this nondiscrimination provision in all subcontracts related to this Agreement.

CONTRACTOR represents and will require PROVIDER to represent that, as applicable, they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.),and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, CONTRACTOR shall require PROVIDER to agree that technical data, evaluations, reports, documents, or other work products developed by PROVIDER related to the Medical Services provided by PROVIDER hereunder ("Records") shall be the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the Medical Services authorized hereunder. In the event of termination, all finished or unfinished Records, documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. PROVIDER must submit all documentation, assessment, evaluation, diagnosis, progress notes, prescriptions for entry into the COUNTY'S Electronic Health Record. The PROVIDER has the option of direct entry of Medical Services into the Electronic Health Record. PROVIDER may retain copies thereof for its files and internal use. Any publication of information derived from work performed or data obtained in connection with Medical Services rendered under this Agreement must first be approved by COUNTY.

21. QUALITY OF SERVICE

CONTRACTOR shall require PROVIDER to, perform Medical Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and PROVIDER shall be responsible for the professional quality, accuracy, completeness, and coordination of all reports, information, and other items and Medical Services furnished under this Agreement.

CONTRACTOR shall require PROVIDER to, comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing Medical Services.

CONTRACTOR shall require PROVIDER to, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports and other related items or Medical Services. CONTRACTOR shall cooperate in removal of PROVIDER immediately upon reasonable notice from COUNTY.

22. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

Each party shall use commercially reasonable efforts to comply with the provisions of the contract to the reasonable satisfaction of the other party.

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23. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

24. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR .

25. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the applicable professional standards of their trade or field of expertise, all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of CONTRACTOR Services as defined in this Agreement.

26. COMPLIANCE WITH STATE LAWS AND REGULATIONS

CONTRACTOR and COUNTY agree, and CONTRACTOR shall require PROVIDER, in capacities established herein, to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters, to the extent applicable to such CONTRACTOR, PROVIDER and COUNTY, their sub-grantees, contractors, or subcontractors, and their work.

27. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from full responsibility under this Agreement.

28. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Contractor Services under this Agreement All Contractor Services required hereunder will be performed by CONTRACTOR, and all personnel engaged in the work shall be qualified to perform such Contractor Services.

29. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

PROVIDERS and any employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with federal program requirements, are presently designated or who will become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program.

CONTRACTOR shall use best efforts using industry standard verification methods to perform on-going exclusion reviews of current employees and of the PROVIDERS to ensure that COUNTY does not hire or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of on-going exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that CONTRACTOR has used best efforts using industry standard verification

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methods to check that no current employees, subcontractor or agent or PROVIDER is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services), and the General Services Administration's Excluded Parties Listing system (42 USC Section 1320) CONTRACTOR will provide evidence to the COUNTY of ongoing exclusion reviews by the 5th of each month. CONTRACTOR shall provide checks for the following exclusion databases:

OIG(Office of Inspector General), SAM(System Award Management), Medi-Cal (DHCS), BBS(Board of Behavioral Sciences), NPI(National Plan and Provider Enumeration), SSDMF(Social Security Death Master File).

Or they may choose to have the county run the checks and must provide the SS#, license #, NPI# and DEA#. Failure to comply may lead to contract termination.

30. APPLICABLE LAW AND VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Mariposa County, unless the parties agree otherwise or are otherwise required by law.

The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

31. WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

32. BREACH OF CONTRACT

Upon breach of this Agreement by a party, the non-breaching party shall have all remedies available to it both in equity and/or at law. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a **Force Majeure** event.

33. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

34. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONTRACTOR shall ensure that no

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COUNTY officer or employee, whose position in the COUNTY enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

35. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

36. SUBCONTRACTS - ASSIGNMENT

The parties agree that they shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by the other party. Both parties remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Both parties shall be held responsible for the performance of any subcontractor.

37. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. With the exception of payment for actual services incurred during the performance hereunder, compensation due from the COUNTY, may be adjusted in proportion to the benefit received despite the removal of the effected provision, provided that both parties mutually agree in writing.

38. DISCLAIMERS

CONTRACTOR will require that each PROVIDER as a medical professional will enter into an agreement with CONTRACTOR that ensures that the PROVIDER understands and agrees that California Medical ethics and laws require them to be independent contractors and that their participation as a PROVIDER is expressly conditioned upon their status and that they are the exclusive provider of their own health insurance, workers' compensation insurance, unemployment insurance, and processing deposits to comply with applicable State, local and Federal income and self-employment tax requirements.

39. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

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40. CONTRACT WITH PROVIDER

To ensure compliance by PROVIDER with terms imposed through CONTRACTOR by this agreement, each PROVIDER will be required by COUNTY to acknowledge in writing and agree to comply with the obligations that are applicable to PROVIDER provided herein.

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...
Danielle Bondshu
Clerk of the Board

CONTRACTOR

DocuSigned by:
Matt Hale,
59A3AA1FECA147F...
Matt Hale, VP

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...
Steven W. Dahlem
County Counsel

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Mariposa County Health and Human Services Agency Contract Number:

Addendum Number: 01

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract

No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

To the extent it is determined that Jackson & Coker LocumTenens, LLC is a Business Associate under

HIPAA regulations, Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing

regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used

but not otherwise defined in this Addendum shall have the same meaning as those terms that are used

in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

   a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "EPHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.

   b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/EPHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/EPHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   c. Except as otherwise limited by this Addendum, Business Associate may access PHI/EPHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals.

2. Safeguard of PHI/EPHI:

   a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.

   b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

3. Unauthorized Use or Disclosure of PHI/EPHI:

   Business Associate shall report to the County health care component any use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

   Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/EPHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

   Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business

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Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

   Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the

   requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

   a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.

   b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

   Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

   Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

    Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

    Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

    Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

    a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Any PROVIDER contacted in relation to this contract shall be advised of requirements of handling PHI and agree to accept such responsibility for Merced County files.

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b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.

c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

13. Material Breach and Termination:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(s) that violates this Addendum, the Privacy Rule or the Security Rule by the Business Associate, its employees, agents or subcontractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any Business Associate employees, agents or subcontractors, or by any third party who has received PHI/EPHI from the Business Associate.

14. Indemnification and Hold Harmless:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs, claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed by a third party against the County. or its employees or agents, to the extent arising out of the acts or omissions of Business Associate or any of its employees or agents to whom Business Associate provides PHI/EPHI related to the performance or non-performance of this Addendum and compliance with the Privacy Rule and Security Rule. For the purposes of this section, the parties agree that PROVIDERS are to be placed with COUNTY, but not considered employees, agents, subcontractors, or assigns of Business Associate or County.

15. Interpretation:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule and Security Rule. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule and Security Rule.

16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all Business Associate agreements and all Personal Health Information transfers, handling, storage and protection. Specific requirements for notification and for publication concerning improperly released information are in effect as of February 17, 2010. A business associate receiving any personal health information now has specific responsibilities for correct handling and for notice of any breach of security concerning personal health information.

Business Associate is responsible for compliance with the provisions of the HITECH Act which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes sections 17921 through 17953. Business Associate is now subject to the confidentiality requirements imposed upon covered entities and shall be responsible for the safe and secure handling of Personal Health Information (PHI) and specifically for secure protection of electronic and recorded records of PHI. Notice by the Business Associate to individuals whose records may have been compromised by a breach of security is required. Notice shall be by first class mail where possible, appropriate posting of information concerning the breach when contact cannot be made and, when involving 500 or more individuals, direct reporting to the Department of Health and Human Services.

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Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between County of Mariposa ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you or your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety
To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
2.1 Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance by such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace;
2.2 Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
2.3 Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodic inspections;
2.4 Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such heath and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
2.5 Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Assigned Employees to perform the services;
2.6 Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
2.7 Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
2.8 Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
2.9 Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSHA requirements;
2.10 Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
2.11 Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable local, state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
2.12 Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and this Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation
To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
3.1 Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properly onboarded at your facility(ies);
3.2 Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) and your workplace safety policies;
3.3 Provide all Assigned Employees with training on your electronic health records ("EHR") system;
3.4 Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
3.5 Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General
4.1 You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
4.2 Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

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DS
C-HHSA
Initial: _____

The effective date of this Client Agreement Addendum is 07/01 , 2023.

CLIENT:

DocuSigned by:
By: Miles Menetrey
B43EC70C19BE446...

Name: Miles Menetrey

Title: Chair, Board of Supervisors

Date: 10/20/2023 | 11:13 AM PDT

Federal Employer ID: 94-6000-880

Notice Address:

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Attn: Sheila Baker
Fax: (209)742-0996

JACKSON & COKER LOCUMTENENS, LLC:

DocuSigned by:
By: Matt Hale,
59A3AA1FFCA147F...

Name: Matt Hale

Title: VP

Date: 10/26/2023 | 1:09 PM PDT

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: _____
Fax: (800)936-4562

DocuSigned by:
Approved as to Legal Form:
Steven W Dahlem
F6A416F06B394BF...
Steve W. Dahlem, County Counsel

JacksonCoker.com | 2655 Northwinds Parkway | Alpharetta, GA 30009 | phone 800.272.2707 | fax 800.936.4562

DocuSign

Certificate Of Completion

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Status: Completed
Subject: Complete with DocuSign: 23-573 - Mariposa County 10-20-23.pdf
Source Envelope:
Document Pages: 21
Signatures: 7
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
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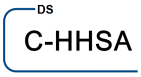
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/20/2023 10:50:22 AM Viewed: 10/20/2023 10:58:23 AM Signed: 10/20/2023 10:59:26 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 174.193.54.120 Signed using mobile	Sent: 10/20/2023 10:59:27 AM Viewed: 10/20/2023 11:12:52 AM Signed: 10/20/2023 11:13:21 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/20/2023 11:13:22 AM Resent: 10/20/2023 2:02:37 PM Resent: 10/23/2023 8:52:31 AM Resent: 10/25/2023 8:25:42 AM Resent: 10/25/2023 8:25:58 AM Resent: 10/25/2023 8:26:13 AM Resent: 10/26/2023 12:06:42 PM Viewed: 10/26/2023 1:05:39 PM Signed: 10/26/2023 1:05:59 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		

Signer Events	Signature	Timestamp
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/26/2023 1:06:01 PM Viewed: 10/26/2023 1:13:36 PM Signed: 10/26/2023 1:14:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matt Hale, mhale@jacksonandcoker.com SVP Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 138.43.116.75	Sent: 10/26/2023 1:06:01 PM Viewed: 10/26/2023 1:09:43 PM Signed: 10/26/2023 1:09:53 PM
Electronic Record and Signature Disclosure: Accepted: 10/26/2023 1:09:43 PM ID: 5943e6a3-2aec-4e26-93dd-e7f4a5824762		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2023 10:50:22 AM
Certified Delivered	Security Checked	10/26/2023 1:09:43 PM
Signing Complete	Security Checked	10/26/2023 1:09:53 PM
Completed	Security Checked	10/26/2023 1:14:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-132

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by $50,000 for a New Amount Not to Exceed $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by $50,000 for a New Amount Not to Exceed $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2023, the Board approved the initial Berliner-Cohen Attorneys at Law agreement for fiscal year 2023-2024, by Resolution 2023-266.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Berliner-Cohen Attorneys 2024 (A01)**
2. **Berliner-Cohen Attorneys at Law 2024 - Res. 2023-266**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT for LEGAL SERVICES is made and entered into this _____ day of _____, 201_, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**", and Berliner-Cohen Attorneys at Law, hereinafter referred to as "**Contractor**".

WHEREAS, **County** and **Contractor** have heretofore entered into a Contract dated May 16, 2023, wherein **Contractor** agreed to provide Legal Services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional $50,000 will be added to the original contract price of $100,000, making the total compensation paid to **Contractor** the not to exceed amount of $150,000.

   Except as herein amended, the agreement dated May 16, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

Miles Menetrey, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Kimberly G. Flores, Attorney at Law
Berliner-Cohen, Attorneys at Law

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-266

MEETING: May 16, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Berliner-Cohen Attorneys at Law to Represent HHSA in Juvenile Dependency Cases

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Berliner-Cohen Attorneys at Law, to represent Mariposa County Health and Human Services Agency (HHSA) in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate in an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Berliner-Cohen will provide legal services in juvenile dependency and public guardian/conservatorship cases. County Counsel will determine when it is necessary for Berliner-Cohen to act for HHSA in juvenile dependency cases and any other matter County Counsel deems appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement with Berliner-Cohen was approved through Resolution No. 2022-329 on June 7, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the workload for the County Counsel's office may be such that it creates process delays.

FINANCIAL IMPACT:
There is sufficient funding in the HHSA Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Berliner Cohen Agreement 2024 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, District II Supervisor
AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 14027

RES. NO. 23-266

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of May, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Berliner-Cohen Attorneys at Law hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform legal services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Berliner-Cohen Attorneys at Law
2844 Park Ave
Merced, CA 95348

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

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

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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. Civ. 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.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

~~Miles Menetrey, Chair~~ Wayne Forsythe Vice Chair
Board of Supervisors

CONTRACTOR

Kimberly G. Flores, Attorney at Law
Berliner-Cohen, Attorneys at Law

COUNTERSIGNED:
(Government Code §25103)

~~Danielle Bondshu~~ Tracy Gauthier Deputy
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Health and Human Services Agency is hiring the Contractor to provide legal services in juvenile dependency and public guardian/conservatorship cases and any other matter County Counsel deems appropriate. The Contractor will provide those legal services reasonably required to represent the County and will take reasonable steps to keep the County informed of any progress on any cases.

Exhibit B
COST PROPOSAL

Rate of Schedule

Kimberly G. Flores $250/hour
Paralegal (s) $150/hour

County will reimburse the cost of travel mileage accumulated by Contractor during this agreement. The reimburse rate for mileage is based on standard established by Internal Revenue Services. County will also reimburse the cost of hotel/lodging, meals, and training/conference registrations through advance approval by department supervisor and upon submission of original receipts.

The total cost is not to exceed $100,000.

BERLCOH-01 BENNETTVIERHUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 160 West Santa Clara Street Suite 575 San Jose, CA 95113	CONTACT NAME: Maria Santiago PHONE (A/C, No, Ext): (408) 792-5486 FAX (A/C, No): (408) 792-3670 E-MAIL ADDRESS: maria.santiago@nfp.com
INSURED Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Citizens Insurance Company of America 31534 INSURER B : Massachusetts Bay Insurance Company 22306 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HNOA LIABILITY	$ 2,000,000 $ 300,000 $ 10,000 $ Included $ 4,000,000 $ 4,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OBFA602953 09	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WDFA602950 09	4/1/2023	4/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Service Agreement; File No. 23315-003 and 007 - Per Written Contract/Agreement with the Named Insured.
Mariposa County Human Services Department is named Additional Insured as respects to General Liability per form 391-1006 08 16 attached.
Form CIR attached.

CERTIFICATE HOLDER

Mariposa County
Human Services Department
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BERLCOH-01 BENNETTVIERHUS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233 Santa Clara
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms.

If you have any questions, please contact the undersigned.

NFP Property and Casualty Services, Inc.
160 West Santa Clara Street, Suite #575
CA License #0F15715

TELEPHONE: 408.792.5400
FAX: 408.792.3670

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. **Additional Insured by Contract, Agreement or Permit**

   The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

      (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

      (2) Premises you own, rent, lease or occupy; or

      (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

      (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

      (4) Will not be broader than coverage provided to any other insured.

      (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

 Includes copyrighted materials of Insurance Services Offices, Inc., with its permission.

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
   a. Worked on; or
   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

BERLCOH-01 BENNETTVIERHUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maria Santiago	
NFP Property & Casualty Services, Inc. 160 West Santa Clara Street Suite 575 San Jose, CA 95113	PHONE (A/C, No, Ext): (408) 792-5486	FAX (A/C, No): (408) 792-3670
	E-MAIL ADDRESS: maria.santiago@nfp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Massachusetts Bay Insurance Company	22306
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Berliner Cohen LLP
Ten Almaden Blvd., 11th Floor
San Jose, CA 95113-2233

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HNOA LIABILITY	$ 2,000,000 $ 300,000 $ 10,000 $ Included $ 4,000,000 $ 4,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OBFA602953 09	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			OBFA602953 09	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WDFA602950 09	4/1/2023	4/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Service Agreement; File No.: 23315-005 - Per Written Contract/Agreement with the Named Insured.
Mariposa County Human Services Department is named Additional Insured as respects to General Liability per form 391-1006 08 16 attached.
Form CIR attached.

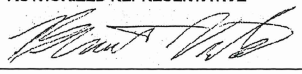
CERTIFICATE HOLDER

Mariposa County
Human Services Department
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BERLCOH-01 BENNETTVIERHUS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Berliner Cohen LLP Ten Almaden Blvd., 11th Floor San Jose, CA 95113-2233 Santa Clara
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms.

If you have any questions, please contact the undersigned.

NFP Property and Casualty Services, Inc.
160 West Santa Clara Street, Suite #575
CA License #0F15715

TELEPHONE: 408.792.5400
FAX: 408.792.3670

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

 Includes copyrighted materials of Insurance Services Offices, Inc., with its permission.

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
   a. Worked on; or
   b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-133

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve Amendments to the Mariposa County Emergency Medical Care Committee (EMCC) Bylaws

---

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Mariposa County Emergency Medical Care Committee (EMCC) Bylaws.

The EMCC has noted areas of their Bylaws that need to be amended. The amendments include separating the Mariposa County Health Officer's representation from the Health Department and making the Mariposa County Health Officer its own voting entity outside of the Health Department and add Sierra Ambulance as a voting member of the Committee. In addition, the EMCC is including the terms of the voting members in accordance with BOS Resolution # 2022-637.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The EMCC was established in 1983.
On October 24, 1995 the BOS approved the EMCC Bylaws and were adopted with Resolution 1995-458.
In accordance with BOS Resolution number 2022-637 the EMCC has had to revise the Bylaws and amend the terms to four years for each voting member.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the EMCC will be forced to operate under the current Bylaws and the EMCC will not be in compliance with the BOS Resolution number 2022-637.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **BOS 4.9.2024 Amend ByLaws EMCC**
2. **Amend ByLaws EMCC (1)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

EMERGENCY MEDICAL CARE COMMITTEE

of Mariposa County
Post Office Box 784
Mariposa, California 95338

EMERGENCY MEDICAL CARE COMMITTEE
******SPECIAL MEETING******
MINUTES

March 8, 2024
10:00 a.m. – 11:00 a.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

Members Present: Dr. Eric Sergienko, Nanette Wardle, Chris Ramirez, Dawn Hoff, Jesse Figueroa, Chris Ramirez, Steve Ward, Mike Wise, Dana Tafoya, Dawn Hoff

Members Excused: None

Members Absent: Dr. Kenneth Smith, Kevin Packard, Brent DeNatly, Kristina Keheley, Alexis Fairchild, Karen Wilson

Guests Present: Brian Doorley, Jonathan Knauf, Jesse Torres

Staff Present: Lisa Bello

Quorum: Yes

I. **Meeting was called to order** at 10:03 a.m. by Dr. Eric Sergienko, Chair.

II. **Introductions:** Roll call was performed.

III. **Purpose of Special Meeting**: Dr. Eric Sergienko stated the purpose of the special meeting today was to adopt the revised by-laws by the EMCC to submit to the Board of Supervisors for their approval.

IV. **Approval of Revised By-laws (attachment)**: Dr. Eric Sergienko asked for a motion to be made to approve the by-laws. Chris Ramirez made a motion to approve the by-laws. Dawn Hoff seconded the motion. All were in favor. None were opposed. The revised by-laws were approved by the EMCC as presented.

V. **Public Comments:** No public comment.

VI. **Adjournment**: Meeting was adjourned at 10:12 a.m.

Submitted,
Lisa Bello
Recording Secretary

Approved 3/14/2024

Emergency Medical Care Committee-EMCC BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of the Health and Safety Code 1797.270-1797.272.

Section B – Its purpose is to evaluate and plan emergency medical care for the County; ambulance services operating within the county; emergency medical care availability; first aid practices in the county.

Section C – The Emergency Medical Care Committee is advisory to the Mariposa County Board of Supervisors and, as such, shall not take part officially in, nor shall it lend its influence to, any political causes or issues.

Section D – Emergency Medical Care Committee is advisory to the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Emergency Medical Care Committee is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Emergency Medical Care Committee is limited to members in accordance with the establishing authority.

Members below shall have a Designee and Alternate in the event the Designee is unable to attend.

Membership on the committee from the following organizations is as follows:

Mariposa County Public Health

Mariposa County Public Health Officer

Mariposa County Sheriff

Mariposa County Fire

California Highway Patrol

CalFire

Mercy Medical Transportation

Sierra Ambulance

Physician Representative

John C Fremont Healthcare District

Yosemite National Park

Yosemite Medical Clinic

Citizen representation from North County and South County

Proposed Amendment

Section B – Each term is for a period of 4 years.

Section C – If a member or alternate of the Emergency Medical Care Committee is absent from three successive regular meetings of the EMCC without reasonable cause, as determined by the committee chair, the seat becomes vacant automatically. The Board Chair or Vice Chair shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section D: Advisors may be selected and invited to the meetings at any time but do not have any voting privileges.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Emergency Medical Care Committee's Recording Secretary at Health and Human Services Public Health Branch at 1-209-966-3689.

Proposed Amendment

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Emergency Medical Care Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws.

Section G – Each voting member has one vote and no proxy.

Proposed Amendment

EMERGENCY MEDICAL CARE COMMITTEE

of Mariposa County
Post Office Box 784
Mariposa, California 95338

Emergency Medical Care Committee-EMCC BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of the Health and Safety Code 1797.270-1797.272.

Section B – Its purpose is to evaluate and plan emergency medical care for the County; ambulance services operating within the county; emergency medical care availability; first aid practices in the county.

Section C – The Emergency Medical Care Committee is advisory to the Mariposa County Board of Supervisors and, as such, shall not take part officially in, nor shall it lend its influence to, any political causes or issues.

Section D – Emergency Medical Care Committee is advisory to the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Emergency Medical Care Committee is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Emergency Medical Care Committee is limited to members in accordance with the establishing authority.

Members below shall have a Designee and Alternate in the event the Designee is unable to attend.

Membership on the committee from the following organizations is as follows:

Mariposa County Public Health

Mariposa County Public Health Officer

Mariposa County Sheriff

Mariposa County Fire

California Highway Patrol

CalFire

Mercy Medical Transportation

Sierra Ambulance

Physician Representative

DRAFT

John C Fremont Healthcare District

Yosemite National Park

Yosemite Medical Clinic

Citizen representation from North County and South County

Section B – Each term is for a period of 4 years.

Section C – If a member or alternate of the Emergency Medical Care Committee is absent from three successive regular meetings of the EMCC without reasonable cause, as determined by the committee chair, the seat becomes vacant automatically. The Board Chair or Vice Chair shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section D: Advisors may be selected and invited to the meetings at any time but do not have any voting privileges.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

DRAFT

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Emergency Medical Care Committee's Recording Secretary at Health and Human Services Public Health Branch at 1-209-966-3689.

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Emergency Medical Care Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws.

Section G – Each voting member has one vote and no proxy

DRAFT

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Accept the Resignation and Recognize the Service of Steve Ward and Karen Wilson to the Mariposa County Emergency Medical Care Committee (EMCC); and Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance, Dr. Eric Sergienko as Representative for the Mariposa County Health Officer, Amy Clubb as the Primary Representative for the Health Department, Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic, Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic, Jonathan Knauf as the Primary Representative for Mercy Ambulance Service, Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service, Steve Mullen as the Primary Representative for California Highway Patrol, Dawn Hoff as Alternate Representatives for California Highway Patrol, and Jonathan Beery as Alternate Representative for County Fire Department to the (EMCC) with Terms Expiring on April 9, 2028

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Steve Ward and Karen Wilson to the Mariposa County Emergency Medical Care Committee (EMCC); and Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance, Dr. Eric Sergienko as Representative for the Mariposa County Health Officer, Amy Clubb as the Primary Representative for the Health Department, Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic, Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic, Jonathan Knauf as the Primary Representative for Mercy Ambulance Service, Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service, Steve Mullen as the Primary Representative for California Highway Patrol, Dawn Hoff as Alternate Representatives for California Highway Patrol, and Jonathan Beery as Alternate Representative for County Fire Department to the (EMCC) with Terms Expiring on April 9, 2028.

Appoint Dr. Eric Sergienko as Representative for the Mariposa County Health Officer on the Emergency Medical Care Committee (EMCC).

Appoint Amy Clubb as the Primary Representative for Health Department on the Emergency Medical Care Committee (EMCC).

Appoint Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic and appoint Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic on the Emergency Medical Care Committee (EMCC).

Add Sierra Ambulance as a voting member on the Emergency Medical Care Committee (EMCC) and

Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance on the Emergency Medical Care Committee (EMCC).

Appoint Jonathan Knauf as the Primary Representative for Mercy Ambulance Service on the Emergency Medical Care Committee (EMCC) and appoint Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service on the Emergency Medical Care Committee (EMCC).

Accept the Resignation of Steve Ward as Primary Representative for California Department of Forestry (Cal-Fire) on the Emergency Medical Care Committee (EMCC) and appoint Jonathan Beery as Alternate Representative for County Fire Department on the Emergency Medical Care Committee (EMCC).

Appoint Steve Mullen as the Primary Representative for California Highway Patrol on the Emergency Medical Care Committee (EMCC) and appoint Dawn Hoff as Alternate Representative for California Highway Patrol on the Emergency Medical Care Committee (EMCC).

Accept the Resignation of Karen Wilson as Primary Citizen Representative for North County on the Emergency Medical Care Committee (EMCC).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board appoints/re-appoints and recognizes members on the EMCC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A quorum may not be achieved at EMCC meetings.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-134

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the First Amendment with Alliance for Community Transformations for Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with Alliance for Community Transformations for Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Connections Emergency Shelter Services addresses the needs of the homeless community. The intended outcome of the Connections Emergency Shelter service is to reduce the average length of stay at the shelter. Health and Human Services has purchased pallet shelters to expand emergency shelter services. The stated materials will be returned to Mariposa County Health and Human Services Agency upon request and/or any termination of the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the most recent Agreement for the Connections Emergency Homeless Shelter Program on July 11, 2023, through Resolution No. 2022-385.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, the stated materials purchased by Mariposa County Health and Human Services may or may not be returned upon request.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Alliance for Community Transformations 2024 (A01)**
2. **Alliance for Community Transformations 2024 Res. 2023-361**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY SHELTER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY SHELTER SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Alliance for Community Transformations, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 11, 2023, wherein Contractor agreed to provide emergency shelter services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site. *Through an agreement approved by the Mariposa County Board of Supervisors (Resolution Number 2023-592), Mariposa County Health and Human Services Agency purchased the following items to be used specifically to expand emergency shelter at Connections: : 12 64f sleeping units and 3 100sf sleeping units. The construction of shelter through the stated materials will be used to expand Connections services by housing occupants at the newly installed pallet shelters. The stated materials purchased by Mariposa County Health and Human Services Agency will be returned to Mariposa County Health and Human Services Agency upon request and/or any termination of the agreement.*

Except as herein amended, the Agreement dated July 11, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

First Amendment - Exhibit A

SCOPE OF WORK

I. Description of Services

Alliance for Community Transformations, Connections Emergency Shelter, agrees to do the following:

A. Maintain and monitor all aspects of the 24 hour, 7 days a week (24/7) emergency homeless shelter, including, but not limited to:
   a. Ensuring adequate personnel at all levels of operations 24/7.
   b. Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site. Through an agreement approved the Mariposa County Board of Supervisors (Resolution Number 2023-592), Mariposa County Health and Human Services Agency purchased the following items to be used specifically to expand emergency shelter at Connections: 12 64f sleeping units and 3 100sf sleeping units. The construction of shelter through the stated materials will be used to expand Connections services by housing occupants at the newly installed pallet shelters. The stated materials purchased by Mariposa County Health and Human Services Agency will be returned to Mariposa County Health and Human Services Agency upon request and/or any termination of the agreement.
   c. Completing intakes for all participants.
   d. Coordinating and ensuring that all participants have access to appropriate health screenings.
   e. Providing nutritious snacks and beverages for participants.
   f. Working collaboratively with partner agencies to ensure safety for all participants and staff. This may include, but not be limited to, developing MOU's with the Sheriff's Office & Jail, County Probation Department, and other community agencies.
   g. Tracking the number of participants and length of stay.
   h. Tracking all case management services provided to participants including, but not limited to, referrals to housing, referrals for any and all supportive services needed, collect baseline data such as, vital documents, employment, and education status.
B. Perform intakes, provide intense individualized case planning, and provide case management/supports at a minimum of weekly in order to support individuals experiencing homelessness, recognizing all programming is voluntary.
C. Participate in regular multi-agency team meetings to coordinate housing support for individuals experiencing homelessness (housing team, CoC calls, housing MDT meetings, et al.).
D. Attend meetings with Mariposa County Health & Human Services Agency to review data, provide program updates, and review program documents.

E. Conduct assessment intakes utilizing agreed upon assessment tools for every household seeking any type of housing-related assistance to be included into the HMIS data collection system.
F. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services wherever possible.
    a. Coordinate with the HHSA housing team and community partners to identify locations where clients can best have their needs met. This may include moving an individual to/from a scattered site. Eviction from an emergency shelter bed whether it is at Connections or at an emergency shelter scattered site must be staffed at the weekly housing meeting first unless there is an immediate safety and danger to other clients and staff.
G. Track household progress within the various housing programs as necessary for continuity of care.
H. Provide person-centered case management at a minimum of weekly in order to support households seeking housing, recognizing that all services are voluntary.
I. Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including but not limited to Homeless Management Information System (HMIS) and Central Sierra Continuum of Care's (CoC) Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All housing intake referrals must be completed within five (5) business days.
    b. All housing intakes must be input into the HMIS & CoC's data systems within three (3) business days of the intake interview.
    c. The contractor will attend local, regional, and statewide housing meetings, as applicable.
    d. Assist with the annual point in time (PIT) count.
    e. The contractor shall submit monthly reports to HHSA.
J. Submit detailed invoices and receipts of exact costs requesting payment to Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.
K. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).
L. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates

Mariposa County Health and Human Services will provide the following services to help support Alliance for Community Transformations, Connections Emergency Shelter:

A. Hold administrative team meetings to review and evaluate program performance, integrity and effectiveness.
B. Accept referrals from Alliance for Community Transformations, Connections Shelter, professionally and timely.
C. Pay appropriate invoices within thirty (30) days upon receipt.

D. Assist Connections in obtaining and providing appropriate documentation to meet program and fiscal requirements.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-361

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County 2019-2024 Housing Element establishes goals and objectives for Mariposa County's housing needs. The ongoing operation of the Connections Emergency Shelter specifically addresses two objectives - five and eight:
Objective Five: Fulfill Special Housing Needs

5.7 Connections Emergency Shelter provides housing for disabled, elderly, and very low and low income households. Through Mariposa County Health & Human Services, the County supports and facilitates Alliance, a non profit, in applying for funds from available state and federal programs to provide housing for special needs populations.

5.8 Connections Emergency Shelter addresses the needs of the homeless community.
Objective Eight: Facilitate Emergency Housing

8.1 The County continues to apply for emergency housing funds from state and federal sources and uses those awards to provide emergency housing at Connections Emergency Shelter.
Connections provides 24/7 shelter, case management, and referrals to employment and permanent housing for individuals experiencing homelessness or in crisis in Mariposa County. At full capacity, Connections has 42 beds.

The intended outcome of the Connections Emergency Shelter service is to reduce the average length of stay at the shelter while ultimately increasing the rate of residents obtaining employment because they have stable housing and supportive services.

This contract provides funding to Alliance for staffing, program supplies, and operation of the shelter. It does not provide funding for rent.

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BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the most recent Agreement for the Connections Homeless Shelter Program on June 22, 2022 through Resolution No. 2022-385.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, Mariposa County would no longer fully meet its obligations under the 2019-2024 Housing Element related to Objectives 5 and 8. The County would no longer have an option for short-term emergency housing for individuals experiencing homelessness or in crisis from which they can receive stability and supportive services.

FINANCIAL IMPACT

No General Fund is being sought at this time for this program and there is no impact on the General Fund.

ATTACHMENTS

1. **Alliance Connections Agreement 2024**
2. **Connections Emergency Shelter Budget 2023 - 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

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AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of July_, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Alliance for Community Transformations hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling and community services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $498,607 as set forth in Exhibit B, "Connections Emergency Shelter Budget," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be tw the required occurrence limit.

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(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from all negligent or wrongful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or wrongful acts

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

DocuSign Envelope ID: 29F4BDCB-4891-4B11-AAC0-59A871A6D9F0

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

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

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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. Civ. Code §§ 1633.1 to

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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.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

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29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Alison Tudor
F29A20B1535D4F1...

Alison Tudor, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

I. Description of Services

Alliance for Community Transformations, Connections Emergency Shelter, agrees to do the following:

A. Maintain and monitor all aspects of the 24 hour, 7 days a week (24/7) emergency homeless shelter, including, but not limited to:
    a. Ensuring adequate personnel at all levels of operations 24/7.
    b. Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site.
    c. Completing intakes for all participants.
    d. Coordinating and ensuring that all participants have access to appropriate health screenings.
    e. Providing nutritious snacks and beverages for participants.
    f. Working collaboratively with partner agencies to ensure safety for all participants and staff. This may include, but not be limited to, developing MOU's with the Sheriff's Office & Jail, County Probation Department, and other community agencies.
    g. Tracking the number of participants and length of stay.
    h. Tracking all case management services provided to participants including, but not limited to, referrals to housing, referrals for any and all supportive services needed, collect baseline data such as, vital documents, employment, and education status.
    B. Perform intakes, provide intense individualized case planning, and provide case management/supports at a minimum of weekly in order to support individuals experiencing homelessness, recognizing all programming is voluntary.

C. Participate in regular multi-agency team meetings to coordinate housing support for individuals experiencing homelessness (housing team, CoC calls, housing MDT meetings, et al.).

D. Attend meetings with Mariposa County Health & Human Services Agency to review data, provide program updates, and review program documents.

E. Conduct assessment intakes utilizing agreed upon assessment tools for every household seeking any type of housing-related assistance to be included into the HMIS data collection system.

F. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services wherever possible.
    a. Coordinate with the HHSA housing team and community partners to identify locations where clients can best have their needs met. This may include moving an individual to/from a scattered site. Eviction from an

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emergency shelter bed whether it is at Connections or at an emergency shelter scattered site must be staffed at the weekly housing meeting first unless there is an immediate safety and danger to other clients and staff.

G. Track household progress within the various housing programs as necessary for continuity of care.
H. Provide person-centered case management at a minimum of weekly in order to support households seeking housing, recognizing that all services are voluntary.
I. Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including but not limited to Homeless Management Information System (HMIS) and Central Sierra Continuum of Care's (CoC) Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All housing intake referrals must be completed within five (5) business days.
    b. All housing intakes must be input into the HMIS & CoC's data systems within three (3) business days of the intake interview.
    c. The contractor will attend local, regional, and statewide housing meetings, as applicable.
    d. Assist with the annual point in time (PIT) count.
    e. The contractor shall submit monthly reports to HHSA.
J. Submit detailed invoices and receipts of exact costs requesting payment to Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.
K. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).
L. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates

Mariposa County Health and Human Services will provide the following services to help support Alliance for Community Transformations, Connections Emergency Shelter:

A. Hold administrative team meetings to review and evaluate program performance, integrity and effectiveness.
B. Accept referrals from Alliance for Community Transformations, Connections Shelter, professionally and timely.
C. Pay appropriate invoices within thirty (30) days upon receipt.
D. Assist Connections in obtaining and providing appropriate documentation to meet program and fiscal requirements.

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ATTACHMENT

Emergency Shelter Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	
Sexual Orientation	**Totals**
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

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Language	Totals
English	
Spanish	
Unknown/other	

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Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Emergency Shelter Reporting	
Program Name:	Connections Emergency Shelter
Reporting Month:	

Captured Data	Totals
Daily Average	
Unduplicated Monthly Average	
Duplicated Monthly Average	
Number of People referred to Behavioral Health and Recovery Services	
Average Duration of Stay	
Unduplicated number that have ties to Mariposa County	
Monthly Animal Average	
How Many Individuals were Housed in the last month	
How many individuals were re-admitted within 30 days	
Number of disciplinary actions	

Report Nature of Disciplinary Actions

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

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Clients	Date	Critical Disciplinary Actions Taken	Non-Critical Disciplinary Actions Taken

Housing Reporting Requirements

Housing Reporting	
Program Name	Housing Supportive Services: Connections Shelter
Reporting Month	

Data to Capture	Totals
Numbers of Intakes in reporting Period	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

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Connections Emergency Shelter Proposed Budget July 1, 2023 - June 30, 2024			**Other Funding:** HHAP, CDPH, PAS/HUD, CMSP, General Fund	**Totals**
Personnel Costs: *Staff provide 24 hour per day, year round services at Connections Emergency Shelter located in the town of Mariposa. Connections provides a safe environment for houseless individuals to focus on stability, access resources, and work towards self-sufficiency. Case management for residents of Connections includes assistance with housing, employment, health, meeting basic needs, and referrals to other services. Staff that are funded by other grants are listed here as well, in order to illustrate other current funding sources.*				
Personnel Narrative	Personnel Calculation			
Executive Director: oversees grant management, community partner relationships, and program direction; fills in for program director when needed (.05 FTE)	Average of $9,491.42 per month x 12 months x 5%	$ 5,695		
Program Director 5: oversees all staff, works with community partners, manages grants and daily operations at Connections (.8 FTE)	Average of $6,642.92 per month x 12 months x 80%	$ 63,772	$ 15,943	$ 79,715
Systems Specialist: supports on site systems, data entry & tracking at Connections (.13871 FTE)	Average of $27.52 per hour x 5.5484 hours per week x 52 weeks x 100%	$ 7,940		$ 7,940
Health Ambassador: provides outreach to houseless indiviudals, case management, client support, and relationship building with both youth and adult houseless individuals (1 FTE)			$ 32,425	$ 32,425
Program Specialist 6.1 (Lead): responsible for daily operations & case management, provides support to fellow staff when supervisor is not available (1 FTE)	Average of $23.03 per hour x 40 hours/week x 52 weeks x 100%	$ 47,902		$ 47,902
Program Specialist 32: responsible for daily operations of shelter and ongoing case management (1 FTE)	Average of $22.50 per hour x 40 hours/week x 52 weeks x 100%	$ 46,800		$ 46,800
Program Aide 7.1: supports daily operations at shelter on weekend evenings (.4 FTE)	Average of $17.79 per hour x 16 hours per week x 52 weeks x 100%	$ 14,801		$ 14,801
Program Aide 4: supports daily operations at shelter on weekday evenings (1 FTE)	Average of $18.89 per hour x 40 hours per week x 52 weeks x 100%	$ 39,291		$ 39,291
Program Aide 9: supports daily operations at shelter on weekend nights (.4 FTE)	Average of $17.79 per hour x 16 hours per week x 52 weeks x 100%	$ 14,801		$ 14,801
Program Aide 5.1: supports daily operations at shelter on weekday nights (1 FTE)	Average of $17.79 per hour x 40 hours per week x 52 weeks x 100%	$ 37,003		$ 37,003
Program Aide 3, Extra Help: fills in for staff during abscences at shelter	Average of $17.79 per hour x 8 hours per week x 52 weeks x 100%	$ 7,401		$ 7,401
Pet Advocate: supports daily operations at shelter specifically to assist residents with pets (1FTE)			$ 41,969	

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Overtime: cost of hourly staff's overtime when necessary to ensure that the shelter is consistently staffed	Average rate of $30.59 per hour x 9.4299 hours of overtime per week x 52 weeks x 100%	$ 15,000		$ 15,000
Personnel subtotal		*$ 300,406*	*$ 90,337*	$ 390,743
Employee Benefits - 23% of staff time	$300,406 x 23%	$ 69,093	$ 20,778	$ 78,149
Personnel total		$ 369,499	$ 111,115	$ 468,892

Operating costs: Operating costs include all necessary costs to operate and maintain Connections Emergency Shelter. This includes Connections staff office, the main shelter space where residents sleep, outdoor space on the premesis, bathroom facilities and a new space that will provide an area for partner staff to meet with residents and for residents to eat food that is provided on site. Costs that are shared are noted by the percentage of that cost being chaged to this grant. Costs allocated to other funding sources are shown in the second from the right column.

Operating Narrative	Operating Calculation			
Accounting: Cost of outside accountant to ensure separation of duties and provide fiscal support.	$6,877 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 530		$ 530
Audit: Cost of annual audit by outside accounting firm and the completion/filing of 990.	$9,000 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 693		$ 693
Insurance: Cost of general liability, auto insurance, property insurance, director and officers insurance, fidelity bonds, etc.	$60,486 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 4,657	$ 3,250	$ 7,907
Fees: Live scan fees for new staff, shelter pest control services, and alarm company costs to ensure safety of the shelter. Other dollars are for veterinary costs associated with pet support program.	$180.83 per month x 12 months x 100%	$ 2,170	$ 15,000	$ 17,170
IT Services: Cost to maintain firewalls, servers, and other IT platforms needed for program work.	$17,692 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 1,362		$ 1,362
Interest: Interest for monthly vehicle loan payments.	$20 per month x 12 months x 100%	$ 240		$ 240
Training Fees/Supplies: Cost for staff training on truama informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$250 annually x 100%	$ 250		$ 250
Office Supplies: Paper, pens, binders, files, notebooks and other neede doffice supplies for the office on site at the emergency shelter.	$116.67 per month x 12 months x 100%	$ 1,400	$ 405	$ 1,805
Food: Food for emergency shelter residents to have access to three meals per day on site.	$300 per month x 12 months x 100%	$ 3,600		$ 3,600
Printing/Copying: Cost for printer/copier lease.	$200 per month x 12 months x 100%	$ 2,400	$ 250	$ 2,650
Travel/Fleet Mileage: Mileage driven in emergency shelter vehicle to transport residents to services, pick up shelter supplies, etc.	1,297.71 miles annually x 65.5 cents/mile (IRS rate) x 100%	$ 850	$ 563	$ 1,413

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Assistance to Clients: Items to meet basic needs for emergency shelter residents including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$208.33 per month x 12 months x 100%	$ 2,500	$ 3,750	$ 6,250
Cleaning Fees: Monthly cleaning of the emergency shelter.	$325 per month x 12 months x 100%	$ 3,900		$ 3,900
Shelter Rent: Monthly emergency shelter rent.			$ 44,100	$ 44,100
Shelter Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,971.50 per month x 12 months x 100%	$ 23,658	$ 4,842	$ 28,500
Shelter Communications: Monthly phone/internet expenses for emergency shelter.	$183.33 per month x 12 months x 100%	$ 2,200	$ 1,000	$ 3,200
Shelter Supplies: Supplies needed for daily operation of emergency shelter including toilet paper, paper towels, bedding, laundry soap, hand soap, etc. Other dollars are for pet support costs.	$666.67 per month x 12 months x 100%	$ 8,000	$ 9,000	$ 17,000
Facility Repairs/Maintenance: Cost to repair and/or maintain emergency shelter in accordance with local health & safety standards. For example, minor unit repairs for sleeping areas, shower facilities, etc.	$4,000 annually x 100%	$ 4,000		$ 4,000
Computer Equipment/Software: Cost of monthly timesheet tracking service for Connections staff.	$62.50 per month x 12 months x 100%	$ 750		$ 750
Furniture: Furniture for new pallet shelter space that will provide a place for residents to eat & a private area for community partners to provide services.	($800 per table x 2 tables) + ($75 per chair x 12 chairs) x 100%	$ 2,500		$ 2,500
Major Equipment: Vehicle loan payments for emergency shelter vehicle.	$260 per month x 12 months x 100%	$ 3,120		$ 3,120
Major Equipment: Pallet shelter for commnuity meeting space and eating area for residents. This space will be available for partner staff.	$15,000 x 100%	$ 15,000		$ 15,000
Operating total		$ 83,780	$ 82,160	$ 165,940
Direct costs	Personnel + operating	$ 453,279	$ 193,275	$ 634,832
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $453,279 x 10%	$ 45,328	$ 34,229	$ 79,557
	Total requested funds:	**$ 498,607**		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Service American Indemnity Company	39152
INSURER C : Lloyds Of London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2436113	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			PHPK2436113	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB822936	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SATIS0338702	7/17/2022	7/17/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability			PHSD1712825	7/1/2022	7/1/2023	Limit: $1,000,000	
A	Employment Practices			PHSD1712825	7/1/2022	7/1/2023	Limit: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage
This Policy 'PHSD1712825' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'ESK0139456501' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '06/01/2022', Expiration Date: '06/01/2023'.

CERTIFICATE HOLDER

Alliance for Community Transformation
PO Box 2075
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DocuSign

Certificate Of Completion

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Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/12/2023 10:43:58 AM Resent: 7/14/2023 11:26:31 AM Viewed: 7/14/2023 11:28:02 AM Signed: 7/14/2023 11:28:11 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Alison Tudor alison@Alliance4you.org Executive Director Alliance for Community Transformations Security Level: Email, Account Authentication (None)	DocuSigned by: Alison Tudor F29A20B1535D4F1... Signature Adoption: Pre-selected Style Using IP Address: 64.118.126.175	Sent: 7/14/2023 11:28:14 AM Viewed: 7/18/2023 12:38:41 PM Signed: 7/18/2023 12:38:49 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/7/2023 10:02:48 AM ID: 1c191d46-b15e-48e7-b211-e3007c5ae21c		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 7/18/2023 12:38:50 PM Viewed: 7/18/2023 3:12:33 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2023 2:14:19 PM
Certified Delivered	Security Checked	7/18/2023 3:12:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-135

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment to the California Department of Health Care Services (CA DHCS) Agreement for Updated Scope of Work Budget Detail with no Monetary Cap Payment Provisions and Additional Provisions; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the California Department of Health Care Services (CA DHCS) Agreement for Updated Scope of Work Budget Detail with no Monetary Cap Payment Provisions and Additional Provisions; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment updates an agreement with the California Department of Health Care Services (CA DHCS) which enables Health and Human Services to serve Medi-Cal Beneficiaries and claim Medi-Cal reimbursement. There is no monetary change to this amendment. The terms of this agreement will remain as July 1, 2022 - June 30, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Five-Year Agreement was approved by the Baod on August 23,2022, Resolution number 2022-516.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without this Amendment in place, Behavioral Health will be unable to serve Medi-Cal beneficiaries and claim Medi-Cal Federal reimbursement.

FINANCIAL IMPACT

NONE. Under this Agreement, Behavioral Health provides services to Medi-Cal beneficiaries and receives the federal share of reimbursement. This Agreement provides the primary revenue source for Behavioral Health.

ATTACHMENTS

1. **3.0 STD 213A (22-20113 A01)-COB**
2. **3.5 STD 213A Continuation Page**
3. **4.0 Exhibit A - MHP - Mariposa - 22-20113 A1**
4. **5.0 Exhibit B - MHP - Mariposa - 22-20113 A1**
5. **6.0 Exhibit E - MHP - Mariposa - 22-20113 A1**
6. **7.0 Contractor Certification Clauses**
7. **Specialty MH - 22-20113 - 2022-516**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2220113-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 158 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-20113	A1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:
$0.00 (Zero Dollars and Zero Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment updates the Scope of Work, Budget Detail and Payment Provisions, and Additional Provisions. The contract total remains unchanged.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO BOX 99	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2220113-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 158 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-20113	A1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 14703		

STD 213A Continuation Page

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline.** Text deletions are displayed as strike through text (i.e., ~~Strike~~).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibits:

Exhibit A – Scope of Work	(2 pages)
Exhibit A, Attachment 1 – Organization and Administration	(6 pages)
Exhibit A, Attachment 2 – Scope of Services	(11 pages)
Exhibit A, Attachment 3 – Financial Requirements	(6 pages)
Exhibit A, Attachment 4 – Management Information Systems	(4 pages)
Exhibit A, Attachment 5 – Quality Improvement System	(7 pages)
Exhibit A, Attachment 6 – Utilization Management Program	(3 pages)
Exhibit A, Attachment 7 – Access and Availability of Resources	(5 pages)
Exhibit A, Attachment 8 – Provider Network	(13 pages)
Exhibit A, Attachment 9 – Documentation Requirements	(1 pages)
Exhibit A, Attachment 10 – Coordination and Continuity of Care	(4 pages)
Exhibit A, Attachment 11 – Information Requirements	(16 pages)
Exhibit A, Attachment 12 – Member Problem Resolution	25 pages)
Exhibit A, Attachment 13 – Program Integrity	(7 pages)
Exhibit A, Attachment 14 – Reporting Requirements	(3 pages)
Exhibit B – Budget Detail and Payment Provisions	(7 pages)
Exhibit E – Additional Provisions	(17 pages)
Exhibit E, Attachment 1 - Definitions	(9 pages)
Exhibit E, Attachment 2 – Services Definitions	(11 pages)

Exhibit A, Exhibit A, Attachments 1-14, Exhibit B, Exhibit E, and Exhibit E, Attachments 1 and 2 shall hereinafter be replaced with the above-mentioned revised Exhibits included in this amendment A1.

VI. All other terms and conditions shall remain the same.

Exhibit A
SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (**hereinafter referred to as DHCS, The Department, or the state** ~~DHCS~~) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal **members** ~~beneficiaries~~ of Mariposa County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

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

Department of Health Care Services	**County of Mariposa**
Teresa Castillo Telephone: (916) 713-8545 Email: Teresa.Castillo@dhcs.ca.gov	Baljit Hundal, Health Division Director Telephone: 209-742-0919 Fax: 209-966-8251 Email: bhundal@mariposacounty.org

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov	Attention: Randy Ridenhour PO Box 99 Mariposa, CA 95338 Telephone: 209-742-0922 Fax: 209-966-8251 Email: rridenhour@mariposacounty.org

Exhibit A
SCOPE OF WORK

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (W&I Code § 14680 through §14727. W&I Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and County of Mariposa agrees to operate the Mental Health Plan (MHP) for Mariposa County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of **member** ~~beneficiary~~ problem resolution processes. (California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship with the following:

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. § 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts

A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 438**.**230(b).)

C. All subcontracts shall be in writing.

D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.

E. Each subcontract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor’s agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor’s obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.

5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.

8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this contract.

10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that

assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.

12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

13) Subcontractor's agreement to hold harmless both the State and **members** ~~beneficiaries~~ in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict-of-interest safeguards described in 42 Code of Federal Regulations section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).)

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

Exhibit A – Attachment 2
SCOPE OF SERVICES

1. Criteria for Members ~~Beneficiaries~~ to Access Specialty Mental Health Services (SMHS)

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update **member** ~~beneficiary~~ handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073).

A. Pursuant to W&I Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in W&I Code section 14059.5.

2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them

Exhibit A – Attachment 2
SCOPE OF SERVICES

for **members** ~~beneficiaries~~ who meet the criteria for access to the specialty mental health delivery system.

Services provided to a **member** ~~beneficiary~~ must be medically necessary and clinically appropriate to address the **member's** ~~beneficiary's~~ presenting condition.

B. Criteria for Adult **Members** ~~Beneficiaries~~ to Access the Specialty Mental Health Services Delivery System

For **members** ~~beneficiaries~~ 21 years of age or older, the Contractor shall provide covered specialty mental health services for **members** ~~beneficiaries~~ who meet both of the following criteria, (1) and (2) below:

1. The **member** ~~beneficiary~~ has one or both of the following:
    a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
    b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The **member's** ~~beneficiary's~~ condition as described in paragraph (1) is due to either of the following:
    a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
    b. A suspected mental disorder that has not yet been diagnosed

C. Criteria for **Members** ~~Beneficiaries~~ under Age 21 to Access the Specialty Mental Health Services Delivery System

For enrolled **members** ~~beneficiaries~~ under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled **members** ~~beneficiaries~~ who meet either of the following criteria:

Exhibit A – Attachment 2
SCOPE OF SERVICES

1) The **member** ~~beneficiary~~ has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2) The **member** ~~beneficiary~~ meets both of the following requirements in a and b below:
    a. The **member** ~~beneficiary~~ has at least one of the following:
        i. A significant impairment
        ii. A reasonable probability of significant deterioration in an important area of life functioning
        iii. A reasonable probability of not progressing developmentally as appropriate
        iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

    b. The **member's** ~~beneficiary's~~ condition as described in subparagraph (A) is due to one of the following:
        i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
        ii. A suspected mental health disorder that has not yet been diagnosed
        iii. Significant trauma placing the **member** ~~beneficiary~~ at risk of a future mental health condition, based on the assessment of a licensed mental health professional

Exhibit A – Attachment 2
SCOPE OF SERVICES

2. Provision of Services

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to **members** ~~beneficiaries~~ who meet access criteria for receiving specialty mental health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:

1) Mental health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

10) Intensive Care Coordination (for **members** ~~beneficiaries~~ under the age of 21);

11) Intensive Home Based Services (for **members** ~~beneficiaries~~ under the age of 21);

12) Therapeutic Behavioral Services (for **members** ~~beneficiaries~~ under the age of 21);

13) Therapeutic Foster Care (for **members** ~~beneficiaries~~ under the age of 21);

14) Psychiatric Inpatient Hospital Services;

Exhibit A – Attachment 2
SCOPE OF SERVICES

15) Targeted Case Management;

16) Peer Support Services (If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 15); ~~and~~

17) For **members** ~~beneficiaries~~ under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (W&I Code § 14184.402 (d)); **and**

18) Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services") (BHIN 23-025).

B. Medi-Cal Managed Care Plan **members** ~~beneficiaries~~ receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the **members** ~~beneficiaries~~ receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, as prescription drug and emergency benefits are provided through other delivery systems. **Emergency and post-stabilization services described in 42 C.F.R. § 438.114 are not provided as specialty mental health services covered by Contractor. Emergency and post-stabilization services for all Medi-Cal members are covered through the capitation payment made to Medi-Cal Managed Care Plans or through fee-for-service. Contractor shall provide psychiatric inpatient hospital services, psychiatric health facilities services, crisis intervention, crisis stabilization, and crisis residential services and comply with relevant provisions for emergency admission to a psychiatric inpatient hospital as required by Attachment 3 of Exhibit A to this Agreement; however, this is not equivalent to emergency services described in 42 CFR § 438.114.** Medi-Cal **Managed Care Plans shall cover and pay for emergency room professional services pursuant to Cal. Code Regs., tit. 22 §53855, including all professional physical, mental, and substance use treatment services, including**

Exhibit A – Attachment 2
SCOPE OF SERVICES

screening examinations necessary to determine the presence or absence of an emergency medical condition, and, if an emergency medical condition exists, for all services medically necessary to stabilize the member. Managed Care Plans shall cover and pay for facility charges for emergency room visits (BHIN 22-011 and APL 22-005).

C. Services shall be provided, in accordance with the State Plan, to **members** ~~beneficiaries~~, who meet criteria to access SMHS, documented in accordance with state and federal requirements.

D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered specialty mental health service solely because of diagnosis, type of illness, or condition of the **member** ~~beneficiary~~. The Contractor may deny services based on W&I Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)

E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code Regs., tit. 9, sections1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.

F. The Contractor shall provide second opinions from a network provider or arrange for the **member** ~~beneficiary~~ to obtain a second opinion outside the network, at no cost to the **member** ~~beneficiary~~. (42 C.F.R § 438.206(b).) At the request of a **member** ~~beneficiary~~ when the Contractor or its network provider has determined that the **member** ~~beneficiary~~ is not entitled to specialty mental health services due to not meeting the criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

G. The Contractor shall provide a **member's** ~~beneficiary's~~ choice of the person providing services to the extent feasible in accordance with Cal. Code Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

Exhibit A – Attachment 2
SCOPE OF SERVICES

3. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.

B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that providers include, ~~at a minimum,~~ **one or more** of the following day treatment intensive and day rehabilitation service components: **assessment, treatment planning, therapy, psychosocial rehabilitation**. **Both services must have a clearly established site for services although all services need not to be delivered at that site and some service components may be delivered through telehealth or telephone.**

~~1) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.~~

~~2) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies~~

Exhibit A – Attachment 2
SCOPE OF SERVICES

~~to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.~~

~~3) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.~~

~~4) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs.~~

~~D. Day treatment intensive shall additionally include:~~

~~1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waivered staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.~~

Exhibit A – Attachment 2
SCOPE OF SERVICES

2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.

3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day

Exhibit A – Attachment 2
SCOPE OF SERVICES

rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

F. The Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the **member** ~~beneficiary~~ is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the **member's** ~~beneficiary's~~ need for the day rehabilitation or day treatment intensive program and takes appropriate action.

G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 22-019.

H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult **member** ~~beneficiary~~, or one contact per month with the legally responsible adult for a **member** ~~beneficiary~~ who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult **members** ~~beneficiaries~~ may decline this service component. The contacts should focus on the role of the support person in supporting the **member's** ~~beneficiary's~~ community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.

Exhibit A – Attachment 2
SCOPE OF SERVICES

J. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

a. A half day shall be billed for each day in which the **member** ~~beneficiary~~ receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

b. A full-day shall be billed for each day in which the **member** ~~beneficiary~~ receives face-to-face services in a program with services available more than four hours per day.

c. Although the **member** ~~beneficiary~~ must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the **member** ~~beneficiary~~.

d. The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

4. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 1810.215.) TBS are intensive, one-to-one services designed to help **members** ~~beneficiaries~~ and their parents/caregivers manage specific behaviors using short-term measurable goals based on the **member's** ~~beneficiary's~~ needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. Provider Compensation

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR § 438.14(a)) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 C.F.R. §§ 447.45 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. § 438.14(b)(2).)

B. The Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHCP would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers, **including BHIN 22-020 and any subsequent information notices**.

D. **To initiate payment, Contractor shall require IHCPs to submit claims in accordance with claiming requirements. The rate on the claim should reflect the rate the IHCP should be paid for the service in accordance with Department guidance. If the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the guidance in BHIN 22-020 and subsequent information notices. Contractor shall pay claims from IHCPs in accordance with the timeliness requirements in 42 CFR §§ 438.14(b)(2)(iii), 447.45, and 447.46.**

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

3. Prohibited Payments

A. Federal Financial Participation is not available for any **payment** amount for services furnished **by** an excluded individual or **entity**, or at the direction of a physician during the period ~~of exclusion~~ **such physician** is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any ~~amount expended~~ **services or activities furnished** for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

~~6. Cost Reporting~~

~~A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, in accordance with the W&I Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both the Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the W&I Welf. & Inst. Code § 14171.~~

~~B. In accordance with W&I Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with W&I Welf.& Inst. Code § 14197.7(o)(1), may withhold payments of additional funds until the cost report that is due has been submitted.~~

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

~~C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.~~

7. Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. Contractor shall comply with the reporting

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a subcontractor (Cal. Code Regs. tit. 9, § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.

2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a **member** ~~beneficiary~~. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual **member** ~~beneficiary~~ surveys. (42 C.F.R. §§ 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid **member** ~~beneficiary~~ upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

A. The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. section 438.900, for any **member** ~~beneficiary~~ receiving specialty mental health services.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

10. ICD- 10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.

~~B.~~ Once a DSM-5 mental health disorder diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10), or current edition. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP).

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)

B. The Contractor's health information system shall, at a minimum:

1) Collect data on **member** ~~beneficiary~~ and provider characteristics as specified by the Department, and on services furnished to **members** ~~beneficiaries~~ as specified by the Department; (42 C.F.R. § 438.242(b)(2).)

2) Ensure that data received from providers is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)

b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)

c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

B. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient **member** ~~beneficiary~~ encounter data to identify the provider who delivers service(s) to the **member** ~~beneficiary~~. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all **member** ~~beneficiary~~ encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 or further guidance issued by the Department, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, and 438.10, 438.242.)

4. MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between County of Mariposa and the DHCS.

E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

5. 274 Provider Network Data Reporting

A. **The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis and must be submitted between the 1st and 10th of each month. (42 C.F.R. 438.207(a))**

B. **The Contractor shall complete data submission pursuant to DHCS BHIN 22-032 and any subsequent guidance issued by the department.**

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to **members** ~~beneficiaries~~. (42 C.F.R. § 438.330 (a).)

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, **member** ~~beneficiary~~ and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of **member** ~~beneficiary~~ grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

G. The Contractor shall implement mechanisms to assess **member** ~~beneficiary~~/family satisfaction. The Contractor shall assess **member** ~~beneficiary~~/family satisfaction by:

1) Surveying **member** ~~beneficiary~~/family satisfaction with the Contractor's services at least annually;

2) Evaluating **member** ~~beneficiary~~ grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

4) The Contractor shall inform providers of the results of **member** ~~beneficiary~~/family satisfaction activities.

H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting **members** ~~beneficiaries~~ system-wide.

J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

K. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

2. Quality Improvement (QI) Work Plan

C. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including, but not limited to, review of **member** ~~beneficiary~~ grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and **member** ~~beneficiary~~ service;

3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:

a. Monitoring efforts for previously identified issues, including tracking issues over time;

b. Objectives, scope, and planned QI activities for each year; and,

c. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and

5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its **members** ~~beneficiaries~~.

B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to **members** ~~beneficiaries~~. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).

D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)

E. The QI Program shall include active involvement in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, **members** ~~beneficiaries~~ who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with **members** ~~beneficiaries~~ as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).

F. QI activities shall include:

1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, **members** ~~beneficiaries~~ and family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions;

7) Incorporating successful interventions into the Contractor's operations as appropriate; and

8) Reviewing **member** ~~beneficiary~~ grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and **member** ~~beneficiary~~ satisfaction;

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

2) Include measurement of performance using objective quality indicators;

3) Include implementation of interventions to achieve improvement in the access to and quality of care;

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)

B. Such guidelines shall meet the following requirements:

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the **members** ~~beneficiaries~~;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to **members** ~~beneficiaries~~ and potential **members** ~~beneficiaries~~. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, **member** ~~beneficiary~~ education, coverage of services, and

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

any other areas to which the guidelines apply shall be consistent with the guidelines.
(42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

1. Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that **members** ~~beneficiaries~~ have appropriate access to specialty mental health services as required in Cal. Code Regs., tit. 9, section 1810.440(b)(1)-(3).

B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal **members** ~~beneficiaries~~ prospectively or retrospectively.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any **member** ~~beneficiary~~. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)

E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any **member** ~~beneficiary~~ receiving specialty mental health services.

F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)

G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

2. Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the **member's** ~~beneficiary's~~ behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the **member** ~~beneficiary~~ written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The **member's** ~~beneficiary's~~ notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph J and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph H.

B. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the **member's** ~~beneficiary's~~ life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the **member** ~~beneficiary~~ requests an extension, or if the Contractor justifies (to the Department upon request), and documents, a need for additional information and how the extension is in the **member's** ~~beneficiary's~~ interest. (42 C.F.R. § 438.210(d)(2))

D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225).

D. The Contractor shall define service authorization request in a manner that at least includes a **member's** ~~beneficiary's~~ request for the provision of a service. (42 C.F.R. § 431.201)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

1. Member ~~Beneficiary~~ Enrollment

A. Medi-Cal eligible **members** ~~beneficiaries~~ are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all **members** ~~beneficiaries~~, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. (42 C.F.R. § 438.206(c)(2).)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

A. The Contractor's provider network is unable to provide necessary services **within the time, distance, and timely access standards**, covered under this Contract, to a particular **member** ~~beneficiary~~, the Contractor shall **allow members to access the services and** adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them **and in accordance with state and federal law, this contract, and Department information notices, including BHIN 21-008, and any subsequent notices**. (42 C.F.R. § 438.206(b)(4).)

B. **In cases where an out-of-network provider is not available within the time and distance standards, Contractor shall arrange for telehealth or transportation to an in-person visit. Contractor shall ensure that members have the right to an in-person visit if they do not want to accept a telehealth visit. Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.**

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the **member** ~~beneficiary~~ for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal. Code Re~~gs~~s., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. The Contractor shall comply with the requirements of Cal. Code Regs., tit. 9, section 1830.220 regarding providing **members** ~~beneficiaries~~ access to out-of-network providers when a provider is available in Contractor's network.

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).

4. Foster Children Placed Out-of-County

~~A. In~~ **The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in** accordance with W&I Code section 14717.1 **and 14717.2 and pursuant to Department information notices, including** ~~the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place.~~

B. The Contractor shall follow ~~the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children Placed Out of County~~ Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices. These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

~~C. The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.~~

~~D. When a request for a presumptive transfer waiver has been made for a foster child from the Contractor's county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.~~

~~E. The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children~~

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

~~originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.~~

5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor ~~county~~ is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract.

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian/Alaskan Native ~~Indian~~ Members ~~Beneficiaries~~

A. The Contractor shall permit **American Indian/Alaskan Native (AI/AN) members** ~~an Indian beneficiary who is eligible~~ to receive services from an**y** Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as their provider, as long as that provider has capacity to provide the services. **MHPs must reimburse MHP-certified IHCPs for the provision of these services to AI/AN Medi-Cal members whether or not the IHCP has a current contract with the member's county of responsibility**. (42 C.F.R. § 438.14(b)(2),(4).)
B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for **AI/AN members** ~~Indian beneficiaries~~ who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).)
C. The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN ~~21-023~~ **23-041**.
D. The Contractor shall permit Indian **members** ~~beneficiaries~~ to obtain covered services from out-of-network IHCPs if the **members** ~~beneficiaries~~ are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian **member** ~~beneficiary~~ to a network provider. (42 C.F.R. § 438.14(b)(6).)

Exhibit A – Attachment 8
PROVIDER NETWORK

1. Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)

B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected **members** ~~beneficiaries~~. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its **members** ~~beneficiaries~~. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to **members** ~~beneficiaries~~ in a timely manner **and without utilizing waitlists** (42 C.F.R. § 438.206(a)).

B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all **members** ~~beneficiaries~~, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and

Exhibit A – Attachment 8
PROVIDER NETWORK

accessible equipment for Medi-Cal **members** ~~beneficiaries~~ with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); W&I Code § 14197.)

D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); W&I Code § 14197).

E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. section 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

4. Timely Access

A. Timely Access. In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet and require ~~its~~ **network** providers to meet standards for timely access to care and services, **without utilizing waitlists** taking into account the urgency of need for services, pursuant to W&I Code section 14197(d), as specified in BHIN **23-041** ~~21-023~~ and its enclosures, or in subsequent, guidance issued by the Department.

a) Contractor shall ensure that members are offered appointments within the following timeframes:

i. Urgent care appointment for services that do not require prior authorization: within 48 hours of request.

Exhibit A – Attachment 8
PROVIDER NETWORK

ii. **Urgent care appointment for services that require prior authorization: within 96 hours of request.**

iii. **Nonurgent appointments with a psychiatrist: within fifteen (15) business days of request.**

iv. **Nonurgent appointments with a nonphysician mental health care provider: within ten (10) business days of request.**

v. **Nonurgent follow-up appointment with a nonphysician mental health care provider: within ten (10) business days of the prior appointment for members undergoing a course of treatment for an ongoing mental health condition. This does not limit coverage for nonurgent follow-up appointments with a nonphysician mental health care provider to once every ten (10) business days.**

b) **Urgent care appointments must be offered when a member has a condition that requires prompt attention, such that they face an imminent and serious threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision-making process would be detrimental to the member's life or health or could jeopardize the member's ability to regain maximum function. In accordance with Cal. Code Regs., tit. 9, section 1810.405, subdivision (c), Contractor shall have a statewide toll-free telephone number available 24 hours a day, seven days per week, to act on payment authorization requests for services to treat a member's urgent condition and shall respond to these requests within one hour of the request.**

Exhibit A – Attachment 8
PROVIDER NETWORK

c) The waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the health of the member.

d) Appointments for periodic follow-up care and preventive services to prevent and detect disease, illness, injury, or other health conditions may be scheduled in advance, consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice.

~~2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 14717.1. Those standards apply to out-of-plan services, as well as in-plan services.~~

2) Require ~~subcontracted~~ **network** providers to have hours of operation during which services are provided to Medi-Cal **members** ~~beneficiaries~~ that are no less than the hours of operation during which the provider offers services to non-Medi-Cal **members** ~~beneficiaries~~. If the provider only serves Medi-Cal **members** ~~beneficiaries~~, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.

3) Make services available to **members** ~~beneficiaries~~ 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements.

Exhibit A – Attachment 8
PROVIDER NETWORK

5) Monitor network providers regularly to determine compliance with timely access requirements.

6) Take corrective action if **a network provider fails to comply with** ~~there is a failure to comply with~~ timely access requirements ~~by a network provider~~.

5. Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with BHIN ~~21-023~~ **23-041** and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of specialty services that are adequate for the anticipated number of **members** ~~beneficiaries~~ for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of **members** ~~beneficiaries~~ in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department, but no less frequently than the following:

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

Exhibit A – Attachment 8
PROVIDER NETWORK

a) Changes in services;

b) Changes in benefits;

c) Changes in geographic service area;

d) Changes in the composition of or payments to the Contractor's provider network; or

e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);

f) The Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.

D. The Contractor shall include details regarding the change and the Contractor's plans to ensure **members** ~~beneficiaries~~ continue to have access to adequate services and providers.

6. Choice of Provider

The Contractor shall provide a **member's** ~~beneficiary's~~ choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

Exhibit A – Attachment 8
PROVIDER NETWORK

C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

G. Paragraphs A-F, above, may not be construed to:

1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its **members** ~~beneficiaries~~;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to **members** ~~beneficiaries~~. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6)

Exhibit A – Attachment 8
PROVIDER NETWORK

I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, section 1810.435.

J. The Contractor shall only use licensed, registered, or waivered providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)

K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

8. Provider Certification

A. The Contractor shall comply with Cal. Code Regs., tit. 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.

B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to **members** ~~beneficiaries~~ fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another mental health plan's certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal. Code Regs., tit. 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to **members** ~~beneficiaries~~, except that on-site review is not required for public school or satellite sites.

Exhibit A – Attachment 8
PROVIDER NETWORK

E. The Contractor may allow an organizational provider to begin delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to **members** ~~beneficiaries~~ at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. The Contractor and/or the Department shall each verify through an on-site review that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of **members** ~~beneficiaries~~ and staff.

Exhibit A – Attachment 8
PROVIDER NETWORK

5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to **members** ~~beneficiaries~~, as described in Cal. Code Regs., tit. 9, sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined Cal. Code Regs., tit. 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

    c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

    d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense

or administer medication.

e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.

f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

g) Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 3 of this exhibit.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 3 of this exhibit.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

Exhibit A – Attachment 8
PROVIDER NETWORK

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.

N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Member ~~Beneficiary~~ Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Cal. Code Regs., tit. 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a **member** ~~beneficiary~~ for whom the provider is providing mental health services for any of the following:

Exhibit A – Attachment 8
PROVIDER NETWORK

1) The **member's** ~~beneficiary's~~ health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the **member** ~~beneficiary~~ needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The **member** ~~beneficiary's~~ right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

1) **Member** ~~Beneficiary~~ grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 through 438.424.

2) The **member** ~~beneficiary's~~ right to file grievances and appeals and the requirements and timeframes for filing.

3) The availability of assistance to the **member** ~~beneficiary~~ with filing grievances and appeals.

4) The **member's** ~~beneficiary's~~ right to request a State Hearing after the Contractor has made a determination on a **member's** ~~beneficiary's~~ appeal, which is adverse to the **member** ~~beneficiary~~.

5) The **member's** ~~beneficiary's~~ right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the **member** ~~beneficiary~~ may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the **member** ~~beneficiary~~.

Exhibit A – Attachment 9
DOCUMENTATION REQUIREMENTS

1. Documentation Standards

   A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN ~~22-019~~ **23-068**.

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its **members** ~~beneficiaries~~. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each **member** ~~beneficiary~~ has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the **member** ~~beneficiary~~. The **member** ~~beneficiary~~ shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)

2) Coordinate the services the Contractor furnishes to the **member** ~~beneficiary~~ between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the **member** ~~beneficiary~~ with the services the **member** ~~beneficiary~~ receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its **members** ~~beneficiaries~~. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)

3) The Contractor shall share with the Department or other managed care entities serving the **member** ~~beneficiary~~ the results of any identification and assessment of that **member's** ~~beneficiary's~~ needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each provider furnishing services to **members** ~~beneficiaries~~ maintains and shares, as appropriate, a **member** ~~beneficiary~~ health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each **member's** ~~beneficiary's~~ privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any **member** ~~beneficiary~~ seeking care, even prior to the determination of a diagnosis, even prior to the determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the **member** ~~beneficiary~~ is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the **member** ~~beneficiary~~ has a co-occurring mental health condition and SUD.

C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure **members** ~~beneficiaries~~ seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).

D. If a **member** ~~beneficiary~~ eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

1) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's **members** ~~beneficiaries~~ to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

2) If a **member** ~~beneficiary~~ is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when **members** ~~beneficiaries~~ who have established relationships with contracted mental health providers experience a

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

change in condition requiring NSMHS. Likewise, if a **member** ~~beneficiary~~ is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when **members** ~~beneficiaries~~ who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a **member** ~~beneficiary~~ who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

3) The Contractor must develop and implement written policies and procedures to ensure that **members** ~~beneficiaries~~ meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that **members** ~~beneficiaries~~ meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.

E. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's **members** ~~beneficiaries~~. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)

F. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, Mental Health

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract (42 C.F.R. § 438.62(b)(1)-(2).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to **members** ~~beneficiaries~~. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for **members** ~~beneficiaries~~ in easily understood language, format, and alternative formats that take into consideration the special needs of **members** ~~beneficiaries~~ in compliance with 42 C.F.R. section 438.10(d)(6). The Contractor shall inform **members** ~~beneficiaries~~ that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. section 438.10.

B. The Contractor shall provide the required information in this section to each **member** ~~beneficiary~~ when first receiving specialty mental health services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. § 438.10(c)(4)(i).)

E. The Contractor shall use Department developed model **member** ~~beneficiary~~ handbooks and **member** ~~beneficiary~~ notices that describe the transition of care policies for **members** ~~beneficiaries~~. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

F. **Member** ~~Beneficiary~~ information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The **member** ~~beneficiary~~ is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

G. The Contractor shall have in place mechanisms to help **members** ~~beneficiaries~~ and potential **members** ~~beneficiaries~~ understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

2. Information Provided to Members ~~Beneficiaries~~

A. The Contractor shall provide information to **members** ~~beneficiaries~~ and potential **members** ~~beneficiaries~~ including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)

2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)

4) Covered benefits, including:

a. Which benefits are provided by the Contractor; and,

b. Which, if any, benefits are provided directly by the State.

5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)

6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)

9) To the extent available, quality and performance indicators for the Mental Health Plan, including **member** ~~beneficiary~~ satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each **member** ~~beneficiary~~ who was seen on a regular basis by the terminated provider. The notice to the **member** ~~beneficiary~~ shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 CFR § 438.10; Government Code (Gov. Code) § 11135; 28 CFR §§ 35.160-35.164; 28 CFR § 36.303; 45 CFR § 92.101; 45 CFR § 92.102)

1) **The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.**

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

2) **Nondiscrimination Notice**

i. **The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:**

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. **The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.**

iii. **The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.**

iv. **The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.**

v. **The nondiscrimination notice shall include all legally required elements under the applicable subsections of**

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

Gov. Code section 11135.

vi. **The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.**

vii. **The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.**

3) **Language Assistance Taglines**

i. **The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:**

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. **The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 15 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.**

iii. **Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in**

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

4) **Effective Communication with Individuals with Disabilities**

i. **The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.**

ii. **The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.**

iii. **The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.**

iv. **Auxiliary aids and services include:**

a. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

b. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

A. ~~The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)~~

B. ~~The Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the potential beneficiary or beneficiary at no cost. Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials. (42 C.F.R. § 438.10(d)(3).)~~

C. ~~The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)~~

~~1) The Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code §~~

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

~~14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)~~

~~2) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)~~

D. ~~The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) The Contractor shall also notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(ii)-(iii); Welf. & Inst. Code § 14727(a)(2).)~~

E. ~~The Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)~~

~~F. Nondiscrimination Notice and Taglines~~

~~1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in at least a 12-point font in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:~~

~~a) In conspicuous physical locations where the Contractor interacts with the public;~~

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

~~b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and~~

~~c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)~~

~~2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)~~

~~3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:~~

~~a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)~~

~~b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)~~

4. Handbook

A. The Contractor shall provide **members** ~~beneficiaries~~ with a copy of the handbook and provider directory when the **member** ~~beneficiary~~ first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

C. The **member** ~~beneficiary~~ handbook shall include information that enables the **member** ~~beneficiary~~ to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)

a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that **members** ~~beneficiaries~~ understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)

b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the **member's** ~~beneficiary's~~ provider. (42 C.F.R. § 438.10(g)(2)(iv).)

c) Any restrictions on the **member's** ~~beneficiary's~~ freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)

d) The extent to which, and how, **members** ~~beneficiaries~~ may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)

e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)

f) **Member** ~~Beneficiary~~ rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)

g) The process of selecting and changing the **member's** ~~beneficiary's~~ provider. (42 C.F.R. § 438.10(g)(2)(x).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

h) Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

1) The right to file grievances and appeals;

The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a **member** ~~beneficiary~~ believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

2) The requirements and timeframes for filing a grievance or appeal;

3) The availability of assistance in the filing process;

4) The right to request a State Hearing after the Contractor has made a determination on a **member's** ~~beneficiary's~~ appeal which is adverse to the **member** ~~beneficiary~~;

5) The fact that, when requested by the **member** ~~beneficiary~~, benefits that the Contractor seeks to reduce or terminate will continue if the **member** ~~beneficiary~~ files an appeal or a request for State Hearing within the timeframes specified for filing, and that the **member** ~~beneficiary~~ may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the **member** ~~beneficiary~~. (42 C.F.R. § 438.10(g)(2)(xi).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)

j) How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)

k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to **members** ~~beneficiaries~~. (42 C.F.R. § 438.10(g)(2)(xiv).)

l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)

m) Additional information that is available upon request, includes the following:

1) Information on the structure and operation of the Contractor.

2) Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3).)

D. The Contractor shall give each **member** ~~beneficiary~~ notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)

E. Consistent with 42 Code of Federal Regulations section 438.10(g)~~(3)~~ and Cal. Code Regs., tit. 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:

1) ~~Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service~~;

2) Mails a printed copy of the information ~~upon the beneficiary's request~~ to the **member's** ~~beneficiary's~~ mailing address;

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

3) Provides the information by email after obtaining the **member's** ~~beneficiary's~~ agreement to receive the information by email;

4) Posts the information on the Contractor's website and advises the **member** ~~beneficiary~~ in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that **members** ~~beneficiaries~~ with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,

5) Provides the information by any other method that can reasonably be expected to result in the **member** ~~beneficiary~~ receiving that information. ~~If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.~~

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.

B. The Contractor shall make provider directories available in electronic and paper form upon request, **and maintain a publicly accessible standards-based Provider Directory API as described in 42 CFR section 431.70 and BHIN 22-068**, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all network providers, including each licensed, waivered, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:

1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

2) The names, **medical group/foundation, independent physician/provider associations, and** any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)

3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office. (42 C.F.R. § 438.10(h)(1)(vii).)

4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)

5) A means to identify which providers are accepting new **members** ~~beneficiaries~~. (42 C.F.R. § 438.10(h)(1)(vi).)

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each services location is open, including the availability of evening and /or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)

D. Provider directories shall be made available on the Contractor’s website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

6. Advance Directives

A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128.) Any written materials prepared by the Contractor for **members** ~~beneficiaries~~ shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)

C. The Contractor shall provide adult **members** ~~beneficiaries~~ with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Member ~~Beneficiary~~ Rights

A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the **member** ~~beneficiary~~ rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i).)

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the **member's** ~~beneficiary's~~ condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524,164.526.)

7) Be furnished services in accordance with 42 C.F.R. ~~§§~~ sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or provider treats the **member** ~~beneficiary~~. (42 C.F.R. § 438.100(c).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for **members** ~~beneficiaries~~. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's **member** ~~beneficiary~~ problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each **member** ~~beneficiary~~ has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's **member** ~~beneficiary~~ booklet and providing the **member** ~~beneficiary~~ handbook to **members** ~~beneficiaries~~ as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)

b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both **members** ~~beneficiaries~~ and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the **member** ~~beneficiary~~ has received a notice of

adverse benefit determination. For the purposes of this Section, a Contractor provider site means any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which **members** ~~beneficiaries~~ may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that **members** ~~beneficiaries~~ can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)

d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)

2) The Contractor shall allow **members** ~~beneficiaries~~ to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for **members** ~~beneficiaries~~. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)

3) A **member** ~~beneficiary~~ may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the **member** ~~beneficiary~~ is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the **member** ~~beneficiary~~ in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).) Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the **member's** ~~beneficiary's~~ satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the **member** ~~beneficiary~~ and with the **member's** ~~beneficiary's~~ written consent to request an appeal, file a grievance, or request a State Hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

7) The Contractor shall allow a **member's** ~~beneficiary's~~ authorized representative to use the grievance, appeal, or expedited appeal processes on the **member's** ~~beneficiary's~~ behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

8) At the **member's** ~~beneficiary's~~ request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a **member** ~~beneficiary~~ with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the **member** ~~beneficiary~~ requesting assistance, the Contractor shall identify another individual to assist that **member** ~~beneficiary~~. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)

9) The Contractor shall not subject a **member** ~~beneficiary~~ to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)

10) The Contractor's procedures for the **member** ~~beneficiary~~ problem resolution processes shall maintain the confidentiality of each

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

member's ~~beneficiary's~~ information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)

13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the **member's** ~~beneficiary's~~ condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)

14) The Contractor shall provide the **member** ~~beneficiary~~ a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the **member** ~~beneficiary~~ of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in section 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the **member** ~~beneficiary~~ or **member's** ~~beneficiary's~~ representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)

16) The Contractor shall provide the **member** ~~beneficiary~~ and their representative the **member's** ~~beneficiary's~~ case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)

17) The Contractor shall provide the **member** ~~beneficiary~~ and their representative the **member's** ~~beneficiary's~~ case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the **member** ~~beneficiary~~ or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)

19) The Contractor's **member** ~~beneficiary~~ problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the **member** ~~beneficiary~~. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the **member** ~~beneficiary~~ or the **member's** ~~beneficiary's~~ representative regarding the status of the **member's** ~~beneficiary's~~ grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the **member** ~~beneficiary~~. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the **member** ~~beneficiary~~ or involved in the grievance, appeal, or expedited appeal of the final disposition of the **member's** ~~beneficiary's~~ grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow **members** ~~beneficiaries~~ to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)

B. The Contractor shall provide to the **member** ~~beneficiary~~ written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the **member** ~~beneficiary~~ may contact about the grievance. The written acknowledgement to the **member** ~~beneficiary~~ must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the **member's** ~~beneficiary's~~ satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the **member's** ~~beneficiary's~~ health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the **member** ~~beneficiary~~ requests an extension, or if the Contractor determines, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the **member's** ~~beneficiary's~~ interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the **member** ~~beneficiary~~, make reasonable efforts to give the **member** ~~beneficiary~~ prompt oral notice of the delay and give the **member** ~~beneficiary~~ written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the **member** ~~beneficiary~~ of the right to file a grievance if they disagree with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.

E. Provide written notification to the **member** ~~beneficiary~~ or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the **member** ~~beneficiary~~, if they could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)

F. Notify the **member** ~~beneficiary~~ of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a **member** ~~beneficiary~~ to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a **member** ~~beneficiary~~, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, § 7, Attachments 7.2-A and 7.2-B):

a) The original complaint.

b) The provider's or other accused party's response to the complaint.

c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

d) Contact information for the **member** ~~beneficiary~~ filing the complaint, and for the provider or other accused party that is the subject of the complaint.

e) All correspondence with the **member** ~~beneficiary~~ regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the **member** ~~beneficiary~~.

f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a **member** ~~beneficiary~~, or a provider or authorized representative acting on the **member's** ~~beneficiary's~~ behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The **member** ~~beneficiary~~ may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

2) Require a **member** ~~beneficiary~~ who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the **member** ~~beneficiary~~ or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the **member's** ~~beneficiary's~~ health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the **member** ~~beneficiary~~ requests an extension or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the **member's** ~~beneficiary's~~ interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the **member** ~~beneficiary~~, make reasonable efforts to give the **member** ~~beneficiary~~ prompt oral notice of the delay and notify the **member** ~~beneficiary~~ of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the **member** ~~beneficiary~~ of the right to file a grievance if they disagree with the Contractor's decision. The Contractor shall resolve the appeal as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

4) Allow the **member** ~~beneficiary~~ to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);

5) Provide the **member** ~~beneficiary~~ and their representative the **member's** ~~beneficiary's~~ case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the **member** ~~beneficiary~~ (42 C.F.R. § 438.406(b)(5).); and

6) Provide the **member** ~~beneficiary~~ and their representative the **member's** ~~beneficiary's~~ case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

7) Allow the **member** ~~beneficiary~~, their representative, or the legal representative of a deceased **member's** ~~beneficiary's~~ estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)

B. The Contractor shall notify the **member** ~~beneficiary~~, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. § 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. § 438.10.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

3) If the appeal is not resolved wholly in favor of the **member** ~~beneficiary~~, the notice shall also contain:

a) Information regarding the **member's** ~~beneficiary's~~ right to a State Hearing and the procedure for requesting a State Hearing, if the **member** ~~beneficiary~~ has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

b) Information on the **member's** ~~beneficiary's~~ right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

c) Inform the **member** ~~beneficiary~~ that they may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the **member** ~~beneficiary~~) or the provider indicates (in making the request on the **member's** ~~beneficiary's~~ behalf or supporting the **member's** ~~beneficiary's~~ request) that taking the time for a standard resolution could seriously jeopardize the **member's** ~~beneficiary's~~ life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the **member** ~~beneficiary~~ and/or the **member's** ~~beneficiary's~~ provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the **member's** ~~beneficiary's~~ life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

2) Allow the **member** ~~beneficiary~~ to file the request for an expedited appeal orally without requiring the **member** ~~beneficiary~~ to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a **member's** ~~beneficiary's~~ expedited appeal. (42 C.F.R. § 438.410(b).)

4) Inform **members** ~~beneficiaries~~ of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform **members** ~~beneficiaries~~ of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. § 438.406(b)(4); 42 C.F.R. § 438.408(b)-(c).)

5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the **member** ~~beneficiary~~ requests an extension, or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is need for additional information and that the delay is in the **member's** ~~beneficiary's~~ interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the **member** ~~beneficiary~~, the Contractor shall make reasonable efforts to give the **member** ~~beneficiary~~ prompt oral notice of the delay, and notify the **member** ~~beneficiary~~ of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. § 438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

6) Provide a **member** ~~beneficiary~~ with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the **member** ~~beneficiary~~ and/or their representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)

b) Make reasonable efforts to give the **member** ~~beneficiary~~ and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the **member** ~~beneficiary~~ of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

7. Contractor obligations related to State Hearing

"State Hearing" means the hearing provided by the State to **members** ~~beneficiaries~~ pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6:

A. If a **member** ~~beneficiary~~ requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the **member** ~~beneficiary~~ and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

Members ~~Beneficiaries~~ and providers shall also be informed of the following:

1) A **member** ~~beneficiary~~ may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under section 438.408, the **member** ~~beneficiary~~ is deemed to have exhausted the Contractor's appeals process, and the **member** ~~beneficiary~~ may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A).)

3) The provider may request a State Hearing only if the Department permits the provider to act as the **member's** ~~beneficiary's~~ authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the **member** ~~beneficiary~~ or the **member's** ~~beneficiary's~~ provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the **member's** ~~beneficiary's~~ life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

9. Continuation of Services

A. A **member** ~~beneficiary~~ receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a State Hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)

B. The Contractor shall continue the **member's** ~~beneficiary's~~ benefits while an appeal is in process if all of the following occur:

1) The **member** ~~beneficiary~~ files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)

3) The **member's** ~~beneficiary's~~ services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)

4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)

5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)

   a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).); or

   b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)

C. If, at the **member's** ~~beneficiary's~~ request, the Contractor continues the **member's** ~~beneficiary's~~ benefits while the appeal or State Hearing is pending, the benefits must be continued until the **member** ~~beneficiary~~ withdraws the appeal or request for State Hearing, the **member** ~~beneficiary~~ does not request a State Hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a State Hearing decision adverse to the **member** ~~beneficiary~~ is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

D. The Contractor **shall not** ~~may~~ recover the cost of continued services furnished to the **member** ~~beneficiary~~ while the appeal or State Hearing was pending if the final resolution of the appeal or State Hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)

E. **Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:**

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

1) **The member filed their appeal within the required timeframes set forth in 42 CFR section 438.420;**

2) **The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;**

3) **The disputed services were ordered by the member's provider; and**

4) **The period covered by the original authorization has not expired.**

F. **If Contractor, at the member's request, continues or reinstates the provision of disputed services while an appeal or State Hearing is pending, those services must continue until:**

1) **The member withdraws their request for an appeal or a State Hearing;**

2) **The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOA was sent; or**

3) **The final State Hearing decision is adverse to the member.**

G. **Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. Contractor must ensure the member is not billed for the continued services even if the State Hearing finds the disputed services were not medically necessary.**

H. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the **member's** ~~beneficiary's~~ health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

I. If the decision of an appeal reverses a decision to deny the authorization of services, and the **member** ~~beneficiary~~ received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

J. The Contractor shall notify the requesting provider and give the **member** ~~beneficiary~~ written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall provide a **member** ~~beneficiary~~ with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:

1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)

3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)

4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)

5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)

6) The denial of a **member's** ~~beneficiary's~~ request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other **member** ~~beneficiary~~ financial liabilities. (42 C.F.R. § 438.400(b)(7).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

B. The Contractor shall give **members** ~~beneficiaries~~ timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations section 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, section 1850.212.

C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal. Code Regs., tit. 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)

D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)

E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a specialty mental health service that has already been provided to the **member** ~~beneficiary~~. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the **member** ~~beneficiary~~ when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)

G. The Contractor shall deny the Contractor payment authorization request and provide the **member** ~~beneficiary~~ with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, sections 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

H. The Contractor shall provide the **member** ~~beneficiary~~ with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the **member** ~~beneficiary~~ with a NOABD. (42 C.F.R. § 438.408.)

I. The Contractor shall provide a **member** ~~beneficiary~~ with a NOABD when the Contractor or its providers determine that the criteria for access to SMHS in Attachment 2, section 1 have not been met and that the **member** ~~beneficiary~~ is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the **member** ~~beneficiary~~ on the date of the Adverse Benefit Determination or mailed to the **member** ~~beneficiary~~ in accordance with Cal. Code Regs., tit. 9, ~~§~~ **section** 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, ~~§~~ **section** 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, section 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)

K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, section 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, sections 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)

L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)

M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying **members** ~~beneficiaries~~ in a timely manner.

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD:

1) The adverse benefit determination the Contractor has made or intends to make. (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the **member** ~~beneficiary~~ to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the **member's** ~~beneficiary's~~ adverse benefit determination. Such information includes criteria to access SMHS, and any processes, strategies, or evidentiary standards used in setting coverage limits. (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination. (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

4) The **member's** ~~beneficiary's~~ right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld. (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it. (42 C.F.R. § 438.404(b)(5).)

6) The **member's** ~~beneficiary's~~ right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and ~~the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)~~ **that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.**

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

7) Information about the **member's** ~~beneficiary's~~ right to request a State Hearing or an expedited State Hearing, including:

a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)

b) A statement that the **member** ~~beneficiary~~ may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)

c) An explanation of the circumstances under which a specialty mental health service will be continued if a State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and

d) The time limits for requesting a State Hearing or an expedited State Hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the **member** ~~beneficiary~~, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the **member's** ~~beneficiary's~~ condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the **member** ~~beneficiary~~ or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. § 438.210(d)(1)(i).)

5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the **member's** ~~beneficiary's~~ best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. § 438.210(d)(1)(ii).)

6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:

   a) Give the **member** ~~beneficiary~~ written notice of the reason for the extension and inform the **member** ~~beneficiary~~ of the right to file a grievance if he/she disagrees with the decision; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. § 438.210(d)(1)(ii).) and,

   b) Issue and carry out its determination as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. § 438.210(d)(1)(ii).)

7) The Contractor shall give notice on the date that the timeframes expire when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the **member's** ~~beneficiary's~~ life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the **member's** ~~beneficiary's~~ health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 438.210(d)(2)(i).)

9) The Contractor may extend the 72-hour expedited service authorization decision time period by up to 14 calendar days if the **member** ~~beneficiary~~ requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the **member's** ~~beneficiary's~~ interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD, and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a **member** ~~beneficiary~~; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written **member** ~~beneficiary~~ statement requesting service termination or giving information requiring termination or reduction of services, provided the **member** ~~beneficiary~~ understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The **member's** ~~beneficiary's~~ admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The **member's** ~~beneficiary's~~ whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

Exhibit A – Attachment 12
MEMBER~~BENEFICIARY~~ PROBLEM RESOLUTION

5) Notice that the **member** ~~beneficiary~~ has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the **member's** ~~beneficiary's~~ physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on nursing facility transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes **member** ~~beneficiary~~ grievances, appeals and expedited appeals, **in accordance with BHIN 22-036**, filed from July 1 of the previous year through June 30 of that year by **September** ~~October~~ 1 of each year. The report shall include the total number of grievances, appeals, and expedited appeals by type, by subject areas established by the Department, and by disposition. (**42 C.F.R. § 438.66(e).** ~~Cal. Code Regs., tit. 9, § 1810.375(a).)~~

Exhibit A – Attachment 13
PROGRAM INTEGRITY

1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three year. Commencing Fiscal Year 2023/2024, Contractor shall comply with BHIN 23-044 and any superseding departmental guidance. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602, subd. (e).)

3. Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, section 455, subparts B and E. (42 C.F.R. §438.602(b).)

B. Consistent with the requirements of 42 Code of Federal Regulations, section 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

C. If the Contractor finds a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. section 438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. Compliance Program

A. Pursuant to 42 C.F.R. section 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).

3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.

5) Effective lines of communication between the CO and the organization's employees.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. § 438.608(a), (a)(1).)

5. Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a), (a)(7).)

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).)

3) Information about changes in a **member's** ~~beneficiary's~~ circumstances that may affect the **member's** ~~beneficiary's~~ eligibility including changes in the **member's** ~~beneficiary's~~ residence or the death of the **member** ~~beneficiary~~. (42 C.F.R. § 438.608(a), (a)(3).)

4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a), (a)(4).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608(a), (a)(6).)

D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. § 438.608(a), (a)(8).)

6. Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by **members** ~~beneficiaries~~ and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608(a), (a)(5).)

7. Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).

i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations section 455.104.

a) Disclosures to be Provided:

i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
ii. Date of birth and Social Security Number (in the case of an individual);

Exhibit A – Attachment 13
PROGRAM INTEGRITY

iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations section 455.104.

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

Exhibit A – Attachment 13
PROGRAM INTEGRITY

b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations section 455.101.

2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

Exhibit A – Attachment 14
PREPORTING REQUIREMENTS

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient **member** ~~beneficiary~~ encounter data to identify the provider who delivers service(s) to the **member** ~~beneficiary~~. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all **member** ~~beneficiary~~ encounter data that the Department is required to report to CMS under section 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

Exhibit A – Attachment 14
PREPORTING REQUIREMENTS

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that **members** ~~beneficiaries~~ will not be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):

1) The Contractor does not provide both inpatient hospital services and physician services.

2) The Contractor is a public entity.

3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.

4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. section 455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

Exhibit A – Attachment 14
PREPORTING REQUIREMENTS

7. Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment and disenrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any **member** ~~beneficiary~~ satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

The Department will reimburse the Contractor for Specialty Mental Health Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers. ~~This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.~~

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget
If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to **members**~~beneficiaries~~ in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement ~~based on actual, total fund expenditures~~ for any covered services, ~~or~~ quality assurance **and**, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance **with** ~~the Welf. & Inst. Code section 14705(c),~~ the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, **including the requirements in Welfare & Institutions (W&I) Code, section 14184.403**. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. ~~Pursuant to the Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.~~

4. Audits and Recovery of Overpayments

A. Pursuant to Welf. & Inst. Code section 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial.

1) Whenever there is a final federal audit exception against the State resulting from a claim for expenditure of federal funds ~~for an expenditure~~ by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.

2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Pursuant to W&I Code section 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

~~1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.~~

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant **to** 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to the W&I Code section 14170 **and 42 C.F.R. section 438.602**, ~~cost reports~~ **data** submitted to the Department are subject to audit in the manner and form prescribed by the Department. ~~The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any.~~ Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the W&I Code § 14170, any audit of Contractor's ~~cost report~~ **data** shall occur within three years of the date of receipt by the Department ~~of the final cost report~~ with signed certification by the Contractor's Mental Health Director **or an individual who has delegated authority to sign for, and reports directly to the Contractor's Mental Health Director.** ~~and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent.~~ **A** signature~~s~~ **is** ~~are~~ required before **the data** ~~it~~ ~~the cost report~~ shall be considered final. For purposes of this section, the ~~cost report~~ **data** shall be

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

considered audited once the Department has informed the Contractor of its intent to **make adjustments** ~~disallow costs on the cost report~~, or once the Department has informed the Contractor of its intent to close the audit ~~without disallowances~~.

D. If the adjustments result in the Department owing ~~FFP~~ **payments** to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. ~~In accordance with the Welf. & Inst. Code section14705(c), claims~~ **Pursuant to W&I Code section 14184.403**, **claims** for **Medicaid** reimbursement ~~federal funds in reimbursement for services~~ shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, section 1840.112 and 42 C.F.R. section 433.51, at the time the claims are submitted to the Department. ~~The Contractor's Chief Financial Officer or their equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP~~. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring, under penalty of perjury that, to the best of their knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, section 1840.112(b) **and 42 C.F.R. sections 438.604 and 438.606**. The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the **member**~~beneficiary~~. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. section 438.604.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

C. **The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for federal financial participation pursuant to 42 CFR section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.**

The Contractor shall certify each claim submitted to the Department in accordance with 9 California Code of Regulations (CCR), section 1840.112 and 42 CFR sections 438.604, 438.606 and 438.608. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 9 CCR section 1840.112 and 42 CFR sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 CFR, section 438.604.

D. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112 **subsections (a), (b), and (d),** shall be processed for adjudication.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

E. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.

F. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

~~G. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.~~

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation ~~for the cost of providing~~ **payment of** covered services the Department and the Contractor agree to negotiate, pursuant to the W&I Code section 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to W&I Code section 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.

B. ~~Pursuant to the Welf. & Inst. Code § 14711(c),~~ Administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved **Medical Assistance Program Cost Allocation** ~~Medicaid state plans and waivers~~ and shall be limited to 15 percent of the total actual **payments for** ~~cost of~~ direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

Exhibit E
ADDITIONAL PROVISIONS

1. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation/Termination

A. General Provisions

1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (W&I Code § 14712(c)(1).)

2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal **members** ~~beneficiaries~~. (W&I Code § 147122(c)(2), (3).)

3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (W&I Code § 147122(c)(4).)

Exhibit E
ADDITIONAL PROVISIONS

4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (W&I Code § 147122(d).)

A. Contract Renewal

1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the W&I Code and implementing regulatory requirements, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (W&I Code § 14714(b)(1).)

2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (W&I Code § 14714(b)(2).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days

Exhibit E
ADDITIONAL PROVISIONS

thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

C. Contract Termination

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with W&I Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (W&I Code § 14197.7(i))

2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W&I Code § 14197.7(a))

3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (W&I Code § 14197.7(a))

4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to

Exhibit E
ADDITIONAL PROVISIONS

paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.

5) Contractor may appeal contract termination pursuant to W&I Code sections 14197.7(I)(2) or section 14714(d).

6) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancelation is not possible reduce, subsequent contract costs.

7) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

8) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal **members** ~~beneficiaries~~. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected **members** ~~beneficiaries~~. (W&I Code § 14714(d).)

D. Termination of Obligations

1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to **members** ~~beneficiaries~~ until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to **members** ~~beneficiaries~~ prior to such expiration or termination.

2) When the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

Exhibit E
ADDITIONAL PROVISIONS

E. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

3. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

4. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.

2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records,

Exhibit E
ADDITIONAL PROVISIONS

documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, **member**~~beneficiary~~ records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for **members** ~~beneficiaries~~.

3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including **member**~~beneficiary~~ grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, **member**~~beneficiary~~ records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for **members** ~~beneficiaries~~.

Exhibit E
ADDITIONAL PROVISIONS

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services Medi-Cal Behavioral Health Division 1501 Capitol Avenue, MS 2702 Sacramento, CA 95814	County of Mariposa PO Box 99 Mariposa, CA 95338

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of **members** ~~beneficiaries~~, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.

Exhibit E
ADDITIONAL PROVISIONS

3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

5. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor

Exhibit E
ADDITIONAL PROVISIONS

an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in the Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and W&I Code § 14197.7. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to W&I Code § 14197.7.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit

Exhibit E
ADDITIONAL PROVISIONS

proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

G. Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to **members** ~~beneficiaries~~, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

Exhibit E
ADDITIONAL PROVISIONS

3) The Department may allow the Contractor to continue delivering covered services to **members** ~~beneficiaries~~ at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

H. Excluded Providers

1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:

a) Must notify the Secretary of the noncompliance.

b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.

c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight in accordance with Cal. Code Regs., tit. 9, §~~§~~ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with W&I Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of W&I Code § 14197.7.

Exhibit E
ADDITIONAL PROVISIONS

J. Notification

The Department shall notify **members** ~~beneficiaries~~ of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

6. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the State Plan, **applicable federal waivers, and applicable Behavioral Health Information Notices (BHINs)** ~~and waiver~~ in its provision of services as the Mental Health Plan. The Contractor agrees to comply with any changes to these statutes, and regulations, **State Plan, federal waivers, and BHINs** that ~~may~~ occur during the contract period. **The Contractor shall also comply** with ~~and~~ any new**ly** applicable statutes,~~ or~~ regulations, **State Plan Amendments, federal waivers, and BHINs that become effective during the contract period**. These obligations shall apply without the need for a Contract amendment(s). To the extent there is a conflict between **the terms of this Contract and any** federal or state ~~law~~ **statute** or regulation **the State Plan, federal waivers, or BHIN** ~~and a provision in this contract~~, the Contractor shall comply with the federal or state ~~law~~ **statute** or regulation, **the State Plan, federal waiver, or BHIN** and the conflicting Contract provision shall no longer be in effect.

Exhibit E
ADDITIONAL PROVISIONS

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws **Governing this Contract**:

1) Title 42 United States Code, to the extent that these requirements are applicable;

2) 42 C.F.R. to the extent that these requirements are applicable;

3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.

4) 42 C.F.R. § 455 to the extent that these requirements are applicable;

5) 45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;

6) Title VI of the Civil Rights Act of 1964;

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Rehabilitation Act of 1973;

10) Americans with Disabilities Act;

11) Section 1557 of the Patient Protection and Affordable Care Act;

12) Deficit Reduction Act of 2005;

13) Balanced Budget Act of 1997;

Exhibit E
ADDITIONAL PROVISIONS

14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

17) Any applicable federal and state laws that pertain to **member**~~beneficiary~~ rights.

18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the Contractor worked on a State program or

Exhibit E
ADDITIONAL PROVISIONS

activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority.

E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:

1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts

2) §438.3(c) Standard Contract Provisions - Payment

3) §438.3(g) Standard Contract Provisions - Provider preventable conditions

4) §438.3(o) Standard Contract Provisions - LTSS contract requirements

5) §438.3(p) Standard Contract Provisions – Special rules for HIOs

6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs

7) §438.4 Actuarial Soundness

8) §438.5 Rate Development Standards

9) §438.6 Special Contract Provisions Related to Payment

10) §438.7 Rate Certification Submission

11) §438.8 Medical Loss Ratio Standards

12) §438.9 Provisions that Apply to Non-emergency Medical Transportation

13) §438.50 State Plan Requirements

Exhibit E
ADDITIONAL PROVISIONS

14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities

15) §438.56 Disenrollment: requirements and limitations

16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program

17) 438.74 State Oversight of the Minimum MLR Requirements

18) §438.104 Marketing

19) §438.106 Liability for Payment

20) §438.108 Cost Sharing

21) §438.110 Member advisory committee

22) §438.114 Emergency and Post-Stabilization

23) §438.362 Exemption from External Quality Review

24) §438.700-730 Basis for Imposition of Sanctions

25) §438.802 Basic Requirements

26) §438.810 Expenditures for Enrollment Broker Services

27) §438.816 Expenditures for the **member**~~beneficiary~~ support system for enrollees using LTSS

F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:

1) Long Terms Services and Supports

2) Managed Long Terms Services and Supports

3) Actuarially Sound Capitation Rates

4) Medical Loss Ratio

5) Religious or Moral Objections to Delivering Services

Exhibit E
ADDITIONAL PROVISIONS

6) Family Planning Services

7) Drug Formularies and Covered Outpatient Drugs

G. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

H. State Laws **Governing this Contract**:

~~The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.~~

1) Division 5, W&I Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

2) W&I Code §§ 14059.5 and 14184.402

3) W&I Code §§ 14680-14685.1

4) W&I Code §§ 14700-14727

5) Chapter 7, Part 3, Division 9, W&I Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs

7) Cal. Code Regs., tit. 22, §§ 50951 and 50953

8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

Exhibit E – Attachment 1
DEFINITIONS

1. The ~~following~~ definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this Contract **unless they are superseded by BHIN**. **The following definitions shall also apply to this Contract unless they are superseded by BHIN**. If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 9, sections 1810.100-1850.535, the **following** definitions ~~below will~~ apply. If there is a conflict with the following definitions and BHIN, the BHIN shall apply.

A. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.

B. "Abuse" means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes **member**~~beneficiary~~ practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

C. "American Indian/Alaska Native (AI/AN)" – Any person defined in 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 CFR section 136.12.

D. "Appeal" means a review by the Contractor of an adverse benefit determination.

E. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

F. "**Member**~~Beneficiary~~" means a Medi-Cal recipient who is currently receiving services from the Contractor.

G. "Contractor" means County of Mariposa.

Exhibit E – Attachment 1
DEFINITIONS

H. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.

I. "Department" means the California Department of Health Care Services (DHCS).

J. “Director” means the Director of DHCS.

K. “Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

L. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency. (Health & Safety Code § 1797.07)

M. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

N. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the **member’s**~~beneficiary’s~~ rights regardless of whether remedial action is requested. Grievance includes a **member’s**~~beneficiary’s~~ right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)

O. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

P. "HHS" means the United States Department of Health and Human Service

Exhibit E – Attachment 1
DEFINITIONS

Q. "Homelessness" means The **member**~~beneficiary~~ meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act.15 Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

R. "Indian Health Care Provider (IHCP)" means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).

S. **"Indian Health Service (IHS) facilities" – Facilities and/or health care programs administered and staffed by the federal Indian Health Service.**

T. "Involvement in child welfare" means the **member**~~beneficiary~~ has an open child welfare services case, or the **member**~~beneficiary~~ is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the **member**~~beneficiary~~ is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-

Exhibit E – Attachment 1
DEFINITIONS

placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

U. "Juvenile justice involvement" means the **member**~~beneficiary~~ (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. **Members** ~~Beneficiaries~~ who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. **Members** ~~Beneficiaries~~ on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

V. "Managed Care Organization" (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid **members** ~~beneficiaries~~ as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid **members** ~~beneficiaries~~ within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

W. "Medically necessary" or "medical necessity" has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

Exhibit E – Attachment 1
DEFINITIONS

X. A "Network Provider" means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department's contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)

Y. "Out-of-network provider" means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be "out of network" for one Mental Health Plan, but in the network of another Mental Health Plan.)

Z. "Out-of-plan provider" has the same meaning as out-of-network provider.

AA. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)

BB. <u>"Peer Support Specialist" means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0023].)</u>

CC. "Provider" means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to **<u>members</u>** ~~beneficiaries~~ by employees of the Mental Health Plan.

Exhibit E – Attachment 1
DEFINITIONS

DD. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

EE. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

1) Provides medical services to **members** ~~beneficiaries~~ under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its **members** ~~beneficiaries~~; and

3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

FF. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

GG. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, substance use disorder treatment providers, mental health providers, and

Exhibit E – Attachment 1
DEFINITIONS

community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

HH. "Significant Change" means when there is an increase or decrease in the amount or types of services that are available, or if there is an increase or decrease in the number of network providers, or if there is any other change that would impact the benefits available through this contract, or when there is a change in the scope of specialty mental health services covered by this contract.

~~II. "Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)~~

JJ. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to **members** ~~beneficiaries~~ fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

KK. "Specialist" means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)

Exhibit E – Attachment 1
DEFINITIONS

LL. "Subcontract" means an agreement entered into by the Contractor with any of the following:

1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.

2) "Subcontractor" means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term "subcontractor" shall include network providers.

MM. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

NN. "Treatment Planning" means s a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

Exhibit E – Attachment 1
DEFINITIONS

OO. "Tribal 638 Providers" – Federally recognized Tribes or Tribal organizations that contractor or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

1) **A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services- Memorandum of Agreement (IHS-MOA) provider must appear on the " List of American Indian Health Program Providers" set forth in APL 17-020, Attachment1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.**

2) **A Tribal 638 provider enrolled in Medi-Cal as a Tribal FQHC provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, 1 the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the "List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.**

JJ. "Urban Indian Organizations (UIO)" – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

Exhibit E – Attachment 2
SERVICE DEFINITIONS

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to **members** ~~beneficiaries~~ of Mariposa County. Services shall be provided as medically necessary and approved and authorized according to State of California requirements. Services include:

   A. "Mental Health Services" are individual, group, **or family-based** ~~therapies and~~ interventions **that** are designed to provide a reduction of **the member's** mental **or emotional** disability, ~~and~~ restoration, improvement **and/**or **preservation of individual and community functioning, and continued ability to remain in the community** ~~maintenance of functioning~~ consistent with the goals of **recovery, resiliency**, learning, development, independent living, and enhanced self-sufficiency **and that are not**~~. These services are separate from those~~ provided as components of adult residential services, **crisis residential services**, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. **Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member**. **This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)** ~~Service activities may include, but are not limited to:~~

      ~~1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health.~~

      ~~2) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.~~

      ~~3) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.~~

      ~~4) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary. Collateral may include, but is not limited to, consultation and training of the significant support~~

Exhibit E – Attachment 2
SERVICE DEFINITIONS

~~person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.~~

B. "Medication Support Services" include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. **This** service ~~activities may~~ includes ~~but are not limited to~~ **one or more of the following service components:** evaluation of the need for medication; evaluation of clinical effectiveness and side effects; ~~obtaining informed consent~~; **medication education including** instruction in the use, risks and benefits of, and alternatives for medication; **treatment planning**, ~~collateral and plan development related to the delivery of service and/or assessment for the client~~; ~~prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education~~. **Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization**.

C. "Day Treatment Intensive" **is** ~~are~~ a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of **members** ~~beneficiaries~~ who receive services for a ~~minimum of~~ **at least** three hours per day ~~(half-day) or more than four hours per day (full-day),~~ **and lasts less than 24 hours each day**. ~~Service activities may include, but are not limited to,~~ **This service includes one or more of the following service components**: assessment, ~~plan development~~ **treatment planning**, therapy, and psychosocial rehabilitation ~~and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers~~. **This service may include contact with significant support persons or**

Exhibit E – Attachment 2
SERVICE DEFINITIONS

other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

D. "Day Rehabilitation" ~~services are~~ **is** a structured program **which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member**~~. of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to~~ This service includes one or more of the following service components: assessment, ~~plan development~~ **treatment planning**, therapy, **and psychosocial** rehabilitation. **(State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)** ~~and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.~~

E. "Crisis Intervention" **is an unplanned, expedited** service ~~last less than 24 hours and are for,~~ to or on behalf of, a member ~~for~~ **to address** a condition that requires more timely response than a regularly scheduled visit. **Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.** ~~Service activities include, but are not limited to,~~ **This service includes one or more of the following service components:** assessment, ~~collateral and~~ therapy, **and referral and linkages**. Crisis Intervention services may

Exhibit E – Attachment 2
SERVICE DEFINITIONS

either be face-to-face or by telephone **or telehealth** ~~with the beneficiary or the beneficiary's significant support person~~ and may be provided **in a clinic setting** or anywhere in the community. **(State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)**

F. "Crisis Stabilization" is **an unplanned, expedited service** last**ing** less than 24 hours ~~and are for~~, **to** or on behalf of, a **member**~~beneficiary for~~ **to address** a**n urgent** condition ~~that~~ requir**ing immediate attention that cannot be adequately or safely addressed in a community setting** ~~a more timely response than a regularly scheduled visit~~. **The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available.** ~~Service activities include but are not limited to~~ **This service includes** one or more of the following **service components**: assessment~~, collateral, and~~ therapy, **crisis intervention, medication support services, referral and linkages**. ~~Collateral addresses the mental health needs of the~~ **member** ~~beneficiary to ensure coordination with significant others and treatment providers.~~ **(State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)**

Exhibit E – Attachment 2
SERVICE DEFINITIONS

G. "Adult Residential Treatment Services" are **recovery focused** rehabilitative services provided in a non-institutional, residential setting for **members** ~~beneficiaries~~ who would be at risk of hospitalization or other institutional placement if they were not **in the** ~~receiving~~ residential treatment **program** ~~services~~. **The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.** ~~The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include~~ **Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components:** assessment, **treatment planning** ~~plan development~~, therapy, **and psychosocial** rehabilitation~~, and collateral~~. **(State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)** ~~Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.~~

H. "Crisis Residential **Treatment** Services" **are therapeutic or rehabilitative services provided in a non-institutional residential setting which** provides **a structured program (short term—3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service.** ~~an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities.~~ This service

Exhibit E – Attachment 2
SERVICE DEFINITIONS

includes one or more of the following: ~~follow a social rehabilitation model that integrates aspects of emergency psychiatric care~~, **assessment, treatment planning, therapy,** psychosocial rehabilitation, **and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)** ~~milieu therapy, case management and practical social work.~~

I. "Psychiatric Health Facility Services" **are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention.** ~~Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings~~. These services are separate from those categorized as "Psychiatric Inpatient Hospital". **(State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)**

J. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members

Exhibit E – Attachment 2
SERVICE DEFINITIONS

and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

1) **Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.**

2) **Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.**

3) **Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)**

Exhibit E – Attachment 2
SERVICE DEFINITIONS

K. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to **members** ~~beneficiaries~~ under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

3) Supports the parent/caregiver in meeting their child's needs;

4) Helps establish the CFT and provides ongoing support; and

5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

L. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service

Exhibit E – Attachment 2
SERVICE DEFINITIONS

plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and **include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member** ~~collateral~~. IHBS is provided to **members** ~~beneficiaries~~ under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

M. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for **members** ~~beneficiaries~~ up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

N. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children ~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

O. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to **members** ~~beneficiaries~~ for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to **members** ~~beneficiaries~~ who were admitted to the hospital for an acute psychiatric inpatient hospital service and the **member's** ~~beneficiary's~~ stay at the hospital must be continued beyond the **member's** ~~beneficiary's~~ need for acute psychiatric inpatient hospital services due to lack of residential

Exhibit E – Attachment 2
SERVICE DEFINITIONS

placement options at non-acute residential treatment facilities that meet the needs of the **member** ~~beneficiary~~.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals **and FFS/MC hospitals**, the daily rate ~~includes the cost of any needed professional services. The FFS/MC hospital daily rate~~ does not include professional services, which are billed separately from the **SD/MC and** FFS/MC inpatient hospital services via the SD/MC claiming system.

P. "Targeted case management" is a service that assists a **member** ~~beneficiary~~ in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure **member** ~~beneficiary~~ access to services and the service delivery system; monitoring of the **member's** ~~beneficiary's~~ progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

Q. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and

Exhibit E – Attachment 2
SERVICE DEFINITIONS

other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RES. NO. 22-516

SCO 4260-2220113

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If
22-20113	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit A -	Organization and Administration	6
	Exhibit A -	Scope of Services	10
+ -	Exhibit A - Attachment	Financial Requirements	5
+ -	Exhibit A - Attachment	Management Information Systems	3
+ -	Exhibit A - Attachment	Quality Improvement System	6
+ -	Exhibit A - Attachment	Utilization Management Program	3
+ -	Exhibit A - Attachment	Access and Availability of Resources	5
+ -	Exhibit A - Attachment	Provider Network	12
+ -	Exhibit A - Attachment	Documentation Requirements	1
+ -	Exhibit A - Attachment	Coordination and Continuity of Care	3
+ -	Exhibit A - Attachment	Information Requirements	12
+ -	Exhibit A - Attachment	Beneficiary Problem Resolution	23
+ -	Exhibit A - Attachment	Program Integrity	7
+ -	Exhibit A - Attachment	Reporting Requirements	3
+ -	Exhibit B	Budget Detail and Payment Provisions	6

SCO 4260-2220113

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **STANDARD AGREEMENT**	AGREEMENT NUMBER 22-20113	PURCHASING AUTHORITY NUMBER (If

Exhibits		Title	Pages
+ -	Exhibit C *	General Terms and Conditions (04/2017)	
+ -	Exhibit D (F)	Special Terms and Conditions (Notwithstanding Provisions 2, 3, 4, 6 ,8, 13, 15, 23, 26, 30, and 31 which do not apply to this agreement.)	39
+ -	Exhibit E	Additional Provisions	17
+ -	Exhibit E Attachment	Definitions	6
+ -	Exhibit E Attachment	Service Definitions	6
+ -	Exhibit F	Privacy and Security Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 99	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Joe Lynch	Director, HHSA
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	9-27-22

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Ave, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Robert M. Strom	Staff Services Manager II
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
	OCT 19 2022
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 14703

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Exhibit A
SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Mariposa County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

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

Department of Health Care Services	**County of Mariposa**
Erika Cristo Telephone: (916) 713-8546 Email: Erika.Cristo@dhcs.ca.gov	Baljit Hundal, Health Division Director Telephone: 209-742-0919 Fax: 209-966-8251 Email: bhundal@mariposacounty.org

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov	Attention: Randy Ridenhour PO Box 99 Mariposa, CA 95338 Telephone: 209-742-0922 Fax: 209-966-8251 Email: rridenhour@mariposacounty.org

Exhibit A
SCOPE OF WORK

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14727. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and County of Mariposa agrees to operate the Mental Health Plan (MHP) for Mariposa County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship with the following:

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. 1320a-7), 1128A (42 U.S.C. 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts

A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.

E. Each subcontract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor's agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.

5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.

8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this contract.

10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.

12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).)

B. The Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

Exhibit A – Attachment 2
SCOPE OF SERVICES

1. Criteria for Beneficiaries to Access Specialty Mental Health Services

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update beneficiary handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services.(BHIN 21-073).

A. Pursuant to Welf. & Inst. Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5

2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them

Exhibit A – Attachment 2
SCOPE OF SERVICES

for beneficiaries who meet the criteria for access to the specialty mental health delivery system.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition.

B. Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System

For beneficiaries 21 years of age or older, the Contractor shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

1. The beneficiary has one or both of the following:
    a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
    b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The beneficiary's condition as described in paragraph (1) is due to either of the following:
    a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
    b. A suspected mental disorder that has not yet been diagnosed

C. Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System

For enrolled beneficiaries under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria:

Exhibit A – Attachment 2
SCOPE OF SERVICES

1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2) The beneficiary meets both of the following requirements in a and b below:
    a. The beneficiary has at least one of the following:
        i. A significant impairment
        ii. A reasonable probability of significant deterioration in an important area of life functioning
        iii. A reasonable probability of not progressing developmentally as appropriate
        iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

    b. The beneficiary's condition as described in subparagraph (A) is due to one of the following:
        i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
        ii. A suspected mental health disorder that has not yet been diagnosed
        iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional

2. Provision of Services

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to beneficiaries who meet access criteria for receiving specialty mental

Exhibit A – Attachment 2
SCOPE OF SERVICES

health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:

1) Mental health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

10) Intensive Care Coordination (for beneficiaries under the age of 21);

11) Intensive Home Based Services (for beneficiaries under the age of 21);

12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);

13) Therapeutic Foster Care (for beneficiaries under the age of 21);

14) Psychiatric Inpatient Hospital Services;

15) Targeted Case Management; and

16) For beneficiaries under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welf. & Inst. Code 14184.402 (d)).

Exhibit A – Attachment 2
SCOPE OF SERVICES

B. Medi-Cal Managed Care Plan beneficiaries receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the beneficiaries receive medical/surgical benefits, in compliance with 42 C.F.R. 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, as prescription drug and emergency benefits are provided through other delivery systems.

C. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet criteria to access SMHS, documented in accordance with state and federal requirements.

D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered specialty mental health service solely because of diagnosis, type of illness, or condition of the beneficiary. The Contractor may deny services based on Welfare and Institutions Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)

E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code-Regs., tit. 9, sections1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.

F. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

Exhibit A – Attachment 2
SCOPE OF SERVICES

G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code-Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

3. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.

B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:

1) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children and adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

2) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies

Exhibit A – Attachment 2
SCOPE OF SERVICES

to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.

3) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.

4) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs.

D. Day treatment intensive shall additionally include:

1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waivered staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

Exhibit A – Attachment 2
SCOPE OF SERVICES

2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.

3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

Exhibit A – Attachment 2
SCOPE OF SERVICES

c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

F. The Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 22-019.

H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the

Exhibit A – Attachment 2
SCOPE OF SERVICES

written program description for compliance with this section with prior to the date the provider begins delivering day treatment intensive or day rehabilitation.

J. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

a. A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

b. A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.

c. Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.

d. The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

4. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 1810.215.) TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. Provider Compensation

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR 438.14(a)) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.45 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)

B. The Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers.

3. Prohibited Payments

A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)

B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. Cost Reporting

A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, in accordance with the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both the Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

B. In accordance with Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § 14197.7(o)(1), may withhold payments of additional funds until the cost report that is due has been submitted.

C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State, the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

7. Recovery of Overpayments

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a subcontractor (Cal. Code Regs. tit. 9, § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. §§ 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

A. The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

10. ICD- 10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.

~~B.~~ Once a DSM-5 mental health disorder diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10), or current edition. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP).

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)

B. The Contractor's health information system shall, at a minimum:

1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)

2) Ensure that data received from providers is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)

b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)

c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

B. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. MEDSLITE ACCESS

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between Contractor Name and the DHCS.

E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.

F. In order to enforce this MEDSLITE ACCESS provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;

2) Evaluating beneficiary grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.

H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.

J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

K. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

2. Quality Improvement (QI) Work Plan

G. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;

3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:

   a. Monitoring efforts for previously identified issues, including tracking issues over time;

   b. Objectives, scope, and planned QI activities for each year; and,

   c. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and

5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.

B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).

D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)

E. The QI Program shall include active involvement in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, beneficiaries who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with beneficiaries as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).

F. QI activities shall include:

1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

6) Measuring effectiveness of the interventions;

7) Incorporating successful interventions into the Contractor's operations as appropriate; and

8) Reviewing beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;

2) Include measurement of performance using objective quality indicators;

3) Include implementation of interventions to achieve improvement in the access to and quality of care;

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,

Exhibit A – Attachment 5
QUALITY IMPROVEMENT SYSTEM

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)

B. Such guidelines shall meet the following requirements:

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the beneficiaries;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

1. Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in Cal. Code Regs., tit. 9, section 1810.440(b)(1)-(3).

B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)

E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)

G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

2. Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph G.

B. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT PROGRAM

benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request), and documents, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))

D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225).

D. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

1. Beneficiary Enrollment

A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)

B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal. Code Regs., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)

C. The Contractor shall comply with the requirements of Cal. Code Regs., tit. 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.

D. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).

4. Foster Children Placed Out-of-County

A. In accordance with Welf. & Inst. Code 14717.1, the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

Placed Out of County (Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices). These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

B. The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.

C. When a request for a presumptive transfer waiver has been made for a foster child from the Contractor's county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.

D. The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.

5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (Welf. & Inst. Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (Welf. & Inst. Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract.

D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. Indian Beneficiaries

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as their provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN 21-023. The Contractor shall

Exhibit A – Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

permit Indian beneficiaries to obtain covered services from out-of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

Exhibit A – Attachment 8
PROVIDER NETWORK

1. Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)

B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner (42 C.F.R. § 438.206(a)).

B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers

Exhibit A – Attachment 8
PROVIDER NETWORK

provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); Welf. & Inst. Code § 14197.)

D. The Contractor may submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); Welf. & Inst. Code § 14197).

E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

4. Timely Access

A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall:

1) Meet and require its providers to meet standards for timely access to care and services, taking into account the urgency of need for services, pursuant to Welf. & Inst. Code section 14197(d), as specified in BHIN 21-023 and its enclosures, or in subsequent, guidance issued by the Department.

2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 14717.1. Those standards apply to out-of-plan services, as well as in-plan services.

Exhibit A – Attachment 8
PROVIDER NETWORK

3) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.

4) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.

5) Establish mechanisms to ensure that network providers comply with the timely access requirements;

6) Monitor network providers regularly to determine compliance with timely access requirements;

7) Take corrective action if there is a failure to comply with timely access requirements by a network provider.

5. Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); Welf. & Inst. Code section 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated

Exhibit A – Attachment 8
PROVIDER NETWORK

number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department, but no less frequently than the following:

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

a) Changes in services;

b) Changes in benefits;

c) Changes in geographic service area;

d) Changes in the composition of or payments to the Contractor's provider network; or

e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);

f) The Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.

D. The Contractor shall include details regarding the change and the Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

Exhibit A – Attachment 8
PROVIDER NETWORK

6. Choice of Provider

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

G. Paragraphs A-F, above, may not be construed to:

Exhibit A – Attachment 8
PROVIDER NETWORK

1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6)

I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.

J. The Contractor shall only use licensed, registered, or waivered providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)

K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

8. Provider Certification

A. The Contractor shall comply with Cal. Code Regs., tit. 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.

B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

Exhibit A – Attachment 8
PROVIDER NETWORK

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another mental health plan's certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal. Code Regs., tit. 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to beneficiaries at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. The Contractor and/or the Department shall each verify through an on-site review that:

Exhibit A – Attachment 8
PROVIDER NETWORK

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.

5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries, as described in Cal. Code Regs., tit. 9, sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined Cal. Code Regs., tit. 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

Exhibit A – Attachment 8
PROVIDER NETWORK

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.

f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

g) Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 3 of this exhibit.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 3 of this exhibit.

Exhibit A – Attachment 8
PROVIDER NETWORK

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.

Exhibit A – Attachment 8
PROVIDER NETWORK

N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Beneficiary Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Cal. Code Regs., tit. 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice , from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:

1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the beneficiary needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The beneficiary's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

1) Beneficiary grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

Exhibit A – Attachment 8
PROVIDER NETWORK

2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

3) The availability of assistance to the beneficiary with filing grievances and appeals.

4) The beneficiary's right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.

5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary.

Exhibit A – Attachment 9
DOCUMENTATION REQUIRMENTS

1. Documentation Standards

   A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN 22-019.

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. Coordination of Care

   A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

      1) Ensure that each beneficiary has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
      2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
      3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
      4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
      5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

   B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any beneficiary seeking care,

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

even prior to the determination of a diagnosis, even prior to the determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the beneficiary is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the beneficiary has a co-occurring mental health condition and SUD.

C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure beneficiaries seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).

D. If a beneficiary eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

   i. The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's beneficiaries to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

   ii. If a beneficiary is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a beneficiary is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a beneficiary who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

iii. The Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.

E. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)

F. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract (42 C.F.R. § 438.62(b)(1)-(2).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries in compliance with 42 C.F.R. § 438.10(d)(6). The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

B. The Contractor shall provide the required information in this section to each beneficiary when first receiving specialty mental health services and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. § 438.10.)

D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)

E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3).)

F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

2. Information Provided to Beneficiaries

A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)

2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)

4) Covered benefits, including:

a. Which benefits are provided by the Contractor; and,

b. Which, if any, benefits are provided directly by the State.

5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)

6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)

9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each beneficiary who was seen on a regular basis by the terminated provider. The notice to the beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)

B. The Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the potential beneficiary or beneficiary at no cost. Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials. (42 C.F.R. § 438.10(d)(3).)

C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)

1) The Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that written translation is available in prevalent languages free of cost and how to access those

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)

2) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)

D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) The Contractor shall also notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(ii)-(iii); Welf. & Inst. Code § 14727(a)(2).)

E. The Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, prospective beneficiaries, and members of the public that these services are available free of charge and how to access these services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)

F. Nondiscrimination Notice and Taglines

1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:

a) In conspicuous physical locations where the Contractor interacts with the public;

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and

c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)

2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)

3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:

a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)

b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)

4. Handbook

A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)

C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)

a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)

b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)

c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)

d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)

e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)

f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)

g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

h) Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

1) The right to file grievances and appeals;

i. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

2) The requirements and timeframes for filing a grievance or appeal;

3) The availability of assistance in the filing process;

4) The right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;

5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for State Hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)

i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)

j) How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)

k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)

l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)

m) Additional information that is available upon request, includes the following:

1) Information on the structure and operation of the Contractor.

2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)

D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)

E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and Cal. Code Regs., tit. 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:

1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;

3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;

4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,

5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.

B. The Contractor shall make provider directories available in electronic and paper form upon request, and ensure that the provider directories include the following information for all network providers, including each licensed, waivered, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:

1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)

3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office. (42 C.F.R. § 438.10(h)(1)(vii).)

4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)

5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)

D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

6. Advance Directives

A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)

C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Beneficiary Rights

A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524,164.526.)

7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)

8) Freely exercise their rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)

b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

provider site means any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)

d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)

2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)

3) A beneficiary may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, §

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

1850.205(d)(4).) Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a State Hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)

9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)

10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)

13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)

14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

16) The Contractor shall provide the beneficiary and their representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)

17) The Contractor shall provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)

19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

B. The Contractor shall provide to the beneficiary written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the beneficiary may contact about the grievance. The written acknowledgement to the beneficiary must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor determines, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.

E. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if they could not be contacted. (Cal. Code Regs.,tit. 9, § 1850.206(c).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

F. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B):

a) The original complaint.

b) The provider's or other accused party's response to the complaint.

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

d) Contact information for the beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.

e) All correspondence with the beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the beneficiary.

f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);

2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);

5) Provide the beneficiary and their representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and

6) Provide the beneficiary and their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

7) Allow the beneficiary, their representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)

B. The Contractor shall notify the beneficiary, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:

a) Information regarding the beneficiary's right to a State Hearing and the procedure for requesting a State Hearing, if the beneficiary has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

b) Information on the beneficiary's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

c) Inform the beneficiary that they may be liable for the cost of any continued benefits if the Contractor's adverse benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)

2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)

4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. 438.406(b)(4); 42 C.F.R. 438.408(b)-(c).)

5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary's health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor demonstrates, to the satisfaction of DHCS upon request, that there is need for additional

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or their representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

   a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)

   b) Make reasonable efforts to give the beneficiary and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

7. Contractor obligations related to State Hearing

"State Hearing" means the hearing provided by the State to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6:

A. If a beneficiary requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:

1) A beneficiary may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor's appeals process, and the beneficiary may initiate a State Hearing. (42 C.F.R 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)

3) The provider may request a State Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

9. Continuation of Services

A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a State Hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)

B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:

1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)

2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)

3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)

4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)

5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)

a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or

b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)

C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or State Hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for State Hearing, the beneficiary does not request a State Hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a State

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

Hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or State Hearing was pending if the final resolution of the appeal or State Hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)

E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)

G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:

1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)

4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)

5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)

6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)

B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, section 1850.212.

C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal. Code Regs., tit. 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)

D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)

E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a specialty mental health service that has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)

G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)

H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)

I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the criteria for access to SMHS in Attachment 2, section 1 have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

K. For the purposes of this Attachment, "medical service", as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)

L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)

M. The Contractor shall allow the State to engage in reviews of the Contractor's records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary's adverse benefit determination. Such information includes criteria to access SMHS, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)

7) Information about the beneficiary's right to request a State Hearing or an expedited State Hearing, including:

   a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)

   b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)

   c) An explanation of the circumstances under which a specialty mental health service will be continued if a State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and

   d) The time limits for requesting a State Hearing or an expedited State Hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)

4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)

5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)

6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:

   a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,

   b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

Exhibit A – Attachment 12
BENEFICIARY PROBLEM RESOLUTION

3) The beneficiary's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The beneficiary's whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on nursing facility transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)

B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)

C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. Compliance Program

A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

Exhibit A – Attachment 13
PROGRAM INTEGRITY

payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).

3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

4. Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)

3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)

4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

5. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

6. Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).

i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

Exhibit A – Attachment 13
PROGRAM INTEGRITY

455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

a) Disclosures to be Provided:

i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

ii. Date of birth and Social Security Number (in the case of an individual);

iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

Exhibit A – Attachment 13
PROGRAM INTEGRITY

ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.

2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).)The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):

1) The Contractor does not provide both inpatient hospital services and physician services.
2) The Contractor is a public entity.
3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

7. Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

1) Enrollment and disenrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any beneficiary satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget
If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial.

1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.

2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.

B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.

D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or their equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director shall sign the certification, declaring, under penalty of perjury that, to the best of their knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.

D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.

E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.

B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Covenant Against Contingent Fees
4. Equipment Ownership / Inventory / Disposition	23. Payment Withholds
5. Subcontract Requirements	24. Performance Evaluation
6. Income Restrictions	25. Officials Not to Benefit
7. Audit and Record Retention	26. Four-Digit Date Compliance
8. Site Inspection	27. Prohibited Use of State Funds for Software
9. Federal Contract Funds	28. Use of Small, Minority Owned and Women's Businesses
10. Termination	29. Alien Ineligibility Certification
11. Intellectual Property Rights	30. Union Organizing
12. Air or Water Pollution Requirements	31. Contract Uniformity (Fringe Benefit Allowability)
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Suspension or Stop Work Notification
14. Confidentiality of Information	33. Public Communications
15. Documents, Publications, and Written Reports	34. Compliance with Statutes and Regulations
16. Dispute Resolution Process	35. Lobbying Restrictions and Disclosure Certification
17. Financial and Compliance Audit Requirements	
18. Human Subjects Use Requirements	
19. Novation Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based

on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

(2) Director's and executive committee member's fees.

(3) Incentive awards and/or bonus incentive pay.

(4) Allowances for off-site pay.

(5) Location allowances.

(6) Hardship pay.

(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.

(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2
CERTIFICATION REGARDING LOBBYING
Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
O Prime O Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
ADDITIONAL PROVISIONS

1. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation/Termination

A. General Provisions

1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)

2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)

3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)

4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the

Exhibit E
ADDITIONAL PROVISIONS

Contractor in accordance with Government (Govt.) Code 30027.10. (Welf. & Inst. Code § 147122(d).)

A. Contract Renewal

1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the Welf. & Inst. Code and implementing regulatory requirements, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)

2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(2).)

B. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the

Exhibit E
ADDITIONAL PROVISIONS

reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

C. Contract Termination

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with Welf. & Inst. Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (Welf. & Inst. Code § 14197.7(i))

2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (Welf. & Inst. Code § 14197.7(a))

3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (Welf. & Inst. Code § 14197.7(a))

4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.

Exhibit E
ADDITIONAL PROVISIONS

5) Contractor may appeal contract termination pursuant to Welf. & Inst. Conde sections 14197.7(l)(2) or section 14714(d).

6) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancelation is not possible reduce, subsequent contract costs.

7) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

8) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

D. Termination of Obligations

1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.

2) When the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

E. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed

Exhibit E
ADDITIONAL PROVISIONS

by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

3. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

4. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.

2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. The Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved,

Exhibit E
ADDITIONAL PROVISIONS

including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Exhibit E
ADDITIONAL PROVISIONS

Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

County of Mariposa
PO Box 99
Mariposa, CA 95338

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility

Exhibit E
ADDITIONAL PROVISIONS

for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

5. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in the Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and Welf. & Inst. Code § 14197.7. The Department shall also arrange for an annual external quality review of the

Exhibit E
ADDITIONAL PROVISIONS

Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Welf. & Inst. Code § 14197.7.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

Exhibit E
ADDITIONAL PROVISIONS

G. Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal. Code Regs., tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

Exhibit E
ADDITIONAL PROVISIONS

H. Excluded Providers

1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:

a) Must notify the Secretary of the noncompliance.

b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.

c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight in accordance with Cal. Code Regs., tit. 9, §§ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with Welf. & Inst. Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of Welf. & Inst. Code § 14197.7.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to

Exhibit E
ADDITIONAL PROVISIONS

the Department using standard measures established by the Department in consultation with stakeholders.

6. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the state plan and waiver in its provision of services as the Mental Health Plan. The Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this contract, the Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal law:

1) Title 42 United States Code, to the extent that these requirements are applicable;

2) 42 C.F.R. to the extent that these requirements are applicable;

3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.

4) 42 C.F.R. § 455 to the extent that these requirements are applicable;

Exhibit E
ADDITIONAL PROVISIONS

5) 45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;

6) Title VI of the Civil Rights Act of 1964;

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Rehabilitation Act of 1973;

10) Americans with Disabilities Act;

11) Section 1557 of the Patient Protection and Affordable Care Act;

12) Deficit Reduction Act of 2005;

13) Balanced Budget Act of 1997;

14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

Exhibit E
ADDITIONAL PROVISIONS

17) Any applicable federal and state laws that pertain to beneficiary rights.

18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If the Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

DHCS will attempt to provide Contractor with timely notice of the loss of program authority.

E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:

1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts

2) §438.3(c) Standard Contract Provisions - Payment

3) §438.3(g) Standard Contract Provisions - Provider preventable conditions

Exhibit E
ADDITIONAL PROVISIONS

4) §438.3(o) Standard Contract Provisions - LTSS contract requirements

5) §438.3(p) Standard Contract Provisions – Special rules for HIOs

6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs

7) §438.4 Actuarial Soundness

8) §438.5 Rate Development Standards

9) §438.6 Special Contract Provisions Related to Payment

10) §438.7 Rate Certification Submission

11) §438.8 Medical Loss Ratio Standards

12) §438.9 Provisions that Apply to Non-emergency Medical Transportation

13) §438.50 State Plan Requirements

14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities

15) §438.56 Disenrollment: requirements and limitations

16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program

17) 438.74 State Oversight of the Minimum MLR Requirements

18) §438.104 Marketing

19) §438.106 Liability for Payment

20) §438.108 Cost Sharing

21) §438.110 Member advisory committee

22) §438.114 Emergency and Post-Stabilization

Exhibit E
ADDITIONAL PROVISIONS

23) §438.362 Exemption from External Quality Review

24) §438.700-730 Basis for Imposition of Sanctions

25) §438.802 Basic Requirements

26) §438.810 Expenditures for Enrollment Broker Services

27) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS

F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:

1) Long Terms Services and Supports

2) Managed Long Terms Services and Supports

3) Actuarially Sound Capitation Rates

4) Medical Loss Ratio

5) Religious or Moral Objections to Delivering Services

6) Family Planning Services

7) Drug Formularies and Covered Outpatient Drugs

G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

H. State Law:

The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement

Exhibit E
ADDITIONAL PROVISIONS

and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

2) Welf. & Inst. Code §§ 14059.5 and 14184.402

3) Welf. & Inst. Code §§ 14680-14685.1

4) Welf. & Inst. Code §§ 14700-14727

5) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs

7) Cal. Code Regs., tit. 22, §§ 50951 and 50953

8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

Exhibit E – Attachment 1
DEFINITIONS

1. The following definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 9, sections 1810.100-1850.535, the definitions below will apply.

A. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.

B. "Abuse" means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

C. "Appeal" means a review by the Contractor of an adverse benefit determination.

D. "Beneficiary" means a Medi-Cal recipient who is currently receiving services from the Contractor.

E. "Contractor" means «Contractor_Name».

F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.

G. "Department" means the California Department of Health Care Services (DHCS).

H. "Director" means the Director of DHCS.

I. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

J. "Emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need

Exhibit E – Attachment 1
DEFINITIONS

is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).

K. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

L. "Grievance" means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested. Grievance includes a beneficiary's right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)

M. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

N. "HHS" means the United States Department of Health and Human Service

O. "Homelessness" means The beneficiary meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act.15 Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965)

Exhibit E – Attachment 1
DEFINITIONS

who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

P. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).

Q. "Involvement in child welfare" means the beneficiary has an open child welfare services case, or the beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

R. "Juvenile justice involvement" means the beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

S. "Managed Care Organization" (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any

Exhibit E – Attachment 1
DEFINITIONS

public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

T. "Medically necessary" or "medical necessity" has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

U. A "Network Provider" means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department's contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)

V. "Out-of-network provider" means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be "out of network" for one Mental Health Plan, but in the network of another Mental Health Plan.)

W. "Out-of-plan provider" has the same meaning as out-of-network provider.

X. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)

Y. "Provider" means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of

Exhibit E – Attachment 1
DEFINITIONS

Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

Z. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

AA. "PIHP" means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:

1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and

3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

BB. "Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)

CC. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a

Exhibit E – Attachment 1
DEFINITIONS

multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

DD. "Specialist" means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)

EE. "Subcontract" means an agreement entered into by the Contractor with any of the following:

1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.

2) "Subcontractor" means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term "subcontractor" shall include network providers.

Exhibit E – Attachment 2
SERVICE DEFINITIONS

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to beneficiaries of Mariposa County. Services shall be provided as medically necessary and approved and authorized according to State of California requirements. Services include:

   A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:

      1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health.

      2) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

      3) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

      4) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The client may or may not be present for this service activity.

   B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service

Exhibit E – Attachment 2
SERVICE DEFINITIONS

activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.

C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but

Exhibit E – Attachment 2
SERVICE DEFINITIONS

are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.

I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings. These services are separate from those categorized as "Psychiatric Inpatient Hospital".

J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT)

Exhibit E – Attachment 2
SERVICE DEFINITIONS

to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

3) Supports the parent/caregiver in meeting their child's needs;

4) Helps establish the CFT and provides ongoing support; and

5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances

Exhibit E – Attachment 2
SERVICE DEFINITIONS

(SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children ~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

N. Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not

Exhibit E – Attachment 2
SERVICE DEFINITIONS

include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

O. Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

Exhibit F
Privacy and Security Provisions

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively "HIPAA") only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of "business associate", including, but not limited to, utilization review, quality assurance, or benefit management.

2. The term "Agreement" as used in this document refers to and includes both this Privacy and Security Provisions and the contract to which this Privacy and Security Provisions is attached as an exhibit.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Contractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic. The term PHI, as used in this exhibit, shall mean PHI accessed by Contractor in a database maintained by DHCS, received by Contractor from the Department, or acquired, or created by Contractor in connection with performing the functions, activities, and services on behalf of DHCS as specified in this Agreement.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor, on DHCS's behalf, provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Contractor's obligations under this Agreement. DHCS and Contractor are each a party to this Agreement and are referred to, collectively, as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Contractor**. Except as otherwise indicated in this Agreement, Contractor may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

   7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Contractor may use and disclose PHI if necessary for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. Contractor may disclose PHI for this purpose if the disclosure is required by law, or if the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

Exhibit F
Privacy and Security Provisions

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Contractor agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 17 of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Contractor

9.1 Nondisclosure. Contractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Contractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.2.3 Contractor shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Contractor determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search, with information about the Cryptographic Module Validation Program under FIPS 140-2 available online at https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2. In addition,

Exhibit F
Privacy and Security Provisions

Contractor shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Contractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Contractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Contractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Contractor's Agent. Contractor shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Contractor agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Contractor shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Contractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Compliance with DHCS Obligations.** To the extent Contractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. **Access to Practices, Books and Records.** Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement and any successor agreements, if feasible, Contractor shall return or destroy all PHI and other confidential information received from, or created or received by Contractor on behalf of, DHCS that Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Contractor shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Contractor shall determine the terms and conditions under which Contractor may retain the PHI. If such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. **Breaches and Security Incidents.** Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

17.1 Notice to DHCS.

Exhibit F
Privacy and Security Provisions

17.1.1 Contractor shall notify DHCS **within 24 hours by email** (or by telephone if Contractor is unable to email DHCS) of the discovery of:

17.1.1.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
17.1.1.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
17.1.1.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
17.1.1.4 Potential loss of confidential data affecting this Agreement.

17.1.2 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 17.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf .

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Contractor shall take:

17.1.2.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

17.1.2.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

17.2 **Investigation.** Contractor shall immediately investigate such security incident or confidential breach.

17.3 **Complete Report**. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Contractor shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Contractor's corrective action plan.

17.3.1 If Contractor does not complete a Final PIR within the ten (10) working day timeframe, Contractor shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

17.4 **Notification of Individuals**. If the cause of a breach is attributable to Contractor or its agents, Contractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as

Exhibit F
Privacy and Security Provisions

all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

17.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Contractor or its subcontractors, Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

17.6 **DHCS Contact Information**. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Contractor. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

18. Responsibility of DHCS. DHCS agrees to not request the Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

19. Audits, Inspection and Enforcement

19.1 From time to time, DHCS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Contractor of its responsibility to comply with this Agreement.

19.2 If Contractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Contractor shall promptly notify DHCS unless it is legally prohibited from doing so.

20. Termination

20.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Contractor, DHCS may in its discretion:

20.1.1 Provide an opportunity for Contractor to cure the violation and terminate this Agreement if Contractor does not do so within the time specified by DHCS; or

20.1.2 Terminate this Agreement if Contractor has violated a material term of this Agreement.

Exhibit F
Privacy and Security Provisions

20.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Contractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

21. Miscellaneous Provisions

21.1 Disclaimer. DHCS makes no warranty or representation that compliance by Contractor with this Agreement will satisfy Contractor's business needs or compliance obligations. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI and other confidential information.

21.2. Amendment.

21.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

21.2.2 Failure by Contractor to take necessary actions required by amendments to this Agreement under Section 21.2.1 shall constitute a material violation of this Agreement.

21.3 Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Contractor.

21.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

21.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

21.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-136

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) G22-EIDG-14 Emissions Inventory Database Grant ($8,583) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) G22-EIDG-14 Emissions Inventory Database Grant ($8,583) (4/5ths Vote Required).

The Mariposa County Board of Supervisors convening as the Mariposa County Air Pollution Control District (APCD) approved the Grant Award on February 20, 2024 with APCD Resolution #2024-003.

This Budget Action will establish $8,583 in Revenue and $8,583 in Expenses within the FY 23/24 Budget.

The California Air Resources Control Board (CARB) administers the Emissions Inventory Database Grant to fund local Air Pollution Control Districts to conduct an inventory of stationary sources of criteria for pollutant emissions and toxic air contaminants. This is the sixth round of grant funding for this specific grant. The database will be used to model the impacts of the pollutants and toxins and possible control measures to mitigate health hazards.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors previously approved this grant award on February 20, 2024 with Resolution APCD #2024-003.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

None. Funds Budgeted.

ATTACHMENTS

1. **G22-EIDG-14 Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3474	457	45063	G22-EIDG/State Revenue		(8,583)	
3474	457	51111	Salaries		5,110	
3474	457	52101	Retirement-Employer		1,313	
3474	457	52201	Medical Insurance		985	
3474	457	52202	Dental Insurance		55	
3474	457	52203	Vision Insurance		26	
3474	457	52205	Life Insurance		25	
3474	457	52208	Medical Insurance Admin Fee		16	
3474	457	52301	Social Security		562	
3474	457	52302	Medicare		329	
3474	457	52303	SDI		162	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 3/4/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-137

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve Fifth Amendment with Qualifacts Systems, LLC for Purchase of Revenue Cycle Management, RCM Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Fifth Amendment with Qualifacts Systems, LLC for Purchase of Revenue Cycle Management, RCM Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

InSync Healthcare Solutions, LLC (InSync) and the lnSync software platform are now a part of Qualifacts Systems, LLC.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with lnSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

Revenue Cycle Management Sen1ices (RCMS) is a comprehensive, outsourced solution that will enable Mariposa County Health and Human Services Agency (HHSA) to act as Customer's Billing Department and provide payer interaction, batching, payment posting, and client statement services. The desired benefits for HHSA include increased revenue and cash flow, comprehensive billing processes, and reduced coding errors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the agreement on December 10, 2019, through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020, through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020, through Resolution Number 2020-740.

Board of Supervisors approved Second Amendment to the agreement on February 2, 2022, through Resolution Number 2022-126.

Board of Supervisors approved Third Amendment to the agreement on October 11, 2022, 2022, through Resolution Number 2022-588.

Board of Supervisors approved Fourth Amendment to the agreement on January 24, 2023, through Resolution Number 2023-42.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Amendment is not approved, HHSA would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **A05 - SCF - RCMS - County of Mariposa_3.2.2024(A05) & COI**
2. **A04 - Qualifacts RCM 2023 (A04) - Res. 2023-42-EXECUTED**
3. **A03 - Qualifacts, (Insync) - (A03) 2023 - Res. 2022-588 - EXECUTED**
4. **A02 - InSync Healthcare Solutions (A02) - Res. #2022-126-EXECUTED**
5. **A01 - Insync - Terms & Conditions - Res. #2020-740-EXECUTED**
6. **A00 - InSync EHR - Purchase Agreement - Res 2019-692**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SERVICE CHANGE FORM

Customer Name:	County of Mariposa
Contact Name:	Lynn Rumfelt
Address:	5362 Lemee Lane, Mariposa, CA 95338
Phone Number:	209-742-0821
Email Address:	lrumfelt@mariposacounty.org
Effective Date:	11/1/2023
Platform:	InSync

This Service Change Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Change Form is made pursuant to, and is governed by, the Terms and Conditions between Vendor and Customer for the InSync platform available on Vendor's website (the "Agreement"). Defined terms used but not defined in this Service Change Form are as defined in the Agreement.

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

THE FOLLOWING MONTHLY RECURRING CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Term Start Date	Term End Date	Unit	Monthly Fee
1	Revenue Cycle Management Services	November 1, 2023	October 31, 2025	Per Customer	**$15,000.00**
				Total Minimum Monthly Charges:	**$15,000.00**

NON-RECURRING CHARGES

THE FOLLOWING ONE-TIME CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Invoice Date	Unit	Quantity	Sales Price	Total Price
2	Revenue Cycle Management Services - Setup Fee	Upon Effective Date	Per Customer	1	$0.00	$0.00
					Total One-Time Charges:	**$ 0.00**

This SCF may be executed and delivered by electronic means in separate counterparts, including electronic mail PDF counterparts, each of which shall constitute an original, and all such counterparts shall constitute one and the same instrument.

The parties, through their undersigned authorized representatives, have entered into this SCF as of the Effective Date set forth above.

PRODUCT DESCRIPTIONS

1. **Revenue Cycle Management Services –** Revenue Cycle Management Services (RCMS) is a comprehensive, outsourced solution enabling Vendor to act as Customer's Billing Department and provide payer interaction, batching, payment posting, and client statement services.
   By deploying Vendor's Revenue Cycle Management Services (RCMS), Customer will receive the following benefits:
   - Increased revenue and cash flow;
   - Comprehensive billing processes;
   - Reduced denial rates;
   - Reduction in vacation and employee churn inefficiencies;
   - Thorough and accurate client statements;
   - Reduced coding errors;
   - Vendor managed payer interaction;
   - Detailed and timely payment posting;
   - Sufficient and efficient batching

- Billing Research, Configuration, Implementation, and Testing. The following services and features are included:
- Vendor will provide for electronic submission for Medicaid, Medicare, and Third-Party services, rate/service confirmation of data provided by Customer, rolling/summing/combining rules, authorization configuration, configuration needs for electronic submission of 837 files, and/or CMS 1500 capabilities, loading 835 files, and reconciliation of payments with services.
- Interact with payers to clarify disputes, non-payments, and partial payments. However, Customer is responsible for interacting with Customer clients to clarify disputes, non-payments, and partial payments.
- Configuration of state-specific 270/271 functionality.
- Billing related configuration and testing services.
- Vendor will assist Customer in providing a specific Revenue/GL export to Customer's Accounting software.
-

2. **Revenue Cycle Management Services - Setup Fee –** One-Time setup fee for Revenue Cycle Management Services. For avoidance of doubt, one-time setup fee is non-refundable in any instance.

COUNTY OF MARIPOSA

By: _____

Print: _____

Title: _____

Date: _____

QUALIFACTS SYSTEMS, LLC

By: _____

Print: _____

Title: _____

Date: _____

Vendor's Revenue Cycle Management Services (RCMS) is a comprehensive, outsourced solution that provides payer interaction, batching, payment posting, and client statement services.

I. Configuration & Implementation (*Standard Timeline for Completion is Sixty (60) Days)*

A. RCMS Configuration Review & Analysis Phase

1. Vendor will provide a detailed audit and needs analysis to review billing matrix and payer configurations, system workflow, and denial trending. Vendor will review with Customer the Configuration Action Plan for improvement to provide Customer with the ability to maximize collections for all services Vendor will be responsible for billing.
2. For the sake of clarity, Customer is responsible for signing off on this milestone prior to Vendor updating Customer's domain.
    a. Customer CEO/Executive Director agrees to sign off on RCMS Configuration Review & Analysis within five (5) business days of receipt.
3. Customer is responsible for submitting accurate data prior to configuration. Failure to do so may result in a delay and suspend Customer's RCMS implementation. Inaccurate data could result in decrease in clean claim submission. Should this occur, Customer will be responsible for all additional fees to correct configuration.
4. RCMS Configuration Review & Analysis Phase is only applicable to Customers currently utilizing one of the Qualifacts EHR software platforms. Customers newly implementing a Qualifacts EHR software will engage with the RCMS team during the Testing phase of the software implementation.

B. Payer Access & Billing Responsibilities Transition Phase

1. Customer will authorize Vendor's access to Customer's Payer portals and relay Vendor's authorization directly to Customer's Payers.
2. Utilizing the Configuration Action Plan, Vendor will update Customer's configuration to reflect the changes outlined therein.
    a. Customer will review all billing and payer configuration changes and confirm that the billing engine is calculating rates/units as expected for each payer and services are bundling appropriately (when applicable). Customer is responsible for the confirmation of accuracy and approval of initial configuration and ongoing configuration maintenance.
3. Should Customer not currently be utilizing the State specific 270/271 for Medicaid payers, Vendor will configure Customer's domain to support this functionality.
4. Vendor will assist Customer in establishing the necessary EDI relationships with a Qualifacts supported clearinghouse. Customer is responsible for submitting the data necessary to complete applications.
    b. Vendor will provide EDI testing for any new payers that will be billed electronically.
    c. Customer will maintain administrative rights to all Customer's EDI relationships. Vendor will maintain administrative rights to all Vendor EDI relationships.
    d. Customer agrees to complete the EDI process within two (2) weeks of signing this LOI.
    e. Customer acknowledges, that Vendor RCMS team will not engage in manually 'keying' claims into a payer portal. Should 'keying' claims manually into a payer portal be required until EDI is established and tested, Customer will be responsible for the data entry. Should Customer require Vendor's assistance in manually 'keying' claims to a payer, additional fees may apply.
5. Vendor will provide Customer's Billing Point of Contract and one of Customer's C-Level Executives training on Vendor RCMS Standard Operating Procedures. & Customer Responsibilities. This remote training is one (1) hour.
6. To ensure comprehensive knowledge transfer as it relates to Customer's current billing practices, Vendor will complete a Batching & Reconciliation Review with Customer. This enables Vendor to verify all appropriate payer system access and nuances were conveyed to Vendor.
7. Vendor will provide Customer with a Revenue Cycle Timeline & Responsibilities Plan, which outlines Customer's billing expectations as it relates to billing cycle, billing services, payer nuances, and clarification and operationalization of Customer/Vendor shared responsibilities.
    a. Customer CEO/Executive Director will sign off on Customer's Revenue Cycle Timeline & Responsibilities Plan within five (5) business days of receipt.

C. Vendor Billing Services GoLive Phase

1. At GoLive, Customer will review and sign off on Customer's current baseline Key Performance Indicators (KPIs), which will be utilized for transparency and monitoring of overall Customer's billing health.

2. Customer acknowledges that any changes to the Billing Configuration made by the Customer inhibit Vendor's ability to complete revenue cycle management services on Customer's behalf and void Vendor's responsibility under this agreement. Additional fees will apply for any corrections and additional analysis and verification Vendor may have to do in order to verify the impact and address the changes as a result of Customer's action.

D. Vendor RCMS Process & Ongoing Maintenance

1. Vendor will update fee schedules per payer and confirm that the billing configuration adheres to each payer's requirements, including rolling/summing/combining rules, Authorization configuration, and 837P/837I and/or CMS 1500/1450 capabilities during the implementation of Revenue Cycle Management Services. The configuration of new modules, reconfiguration of existing modules after Go Live, or reporting metrics, such as building a Revenue Code Matrix, MIPS/MACRA, Custom Reports, Payroll Reporting, Balance Forward Imports, Primary Integrated Care or Inpatient is not included in Revenue Cycle Management Services, and additional fees may apply.
2. Vendor will bill claims through the Customer's Vendor domain. Vendor will not bill from 'legacy' software.
3. Vendor will provide EDI testing for any new payers that will be billed electronically.
4. Customer will notify Vendor through the submission of a Support Ticket immediately upon notification of changes/additions to payer requirements, adding additional service types, and programs and provide detailed documentation of the changes/additions to ensure timely implementation of configuration changes and testing. Vendor will have up to 30 business days upon receipt of the Support Ticket to review, apply, and test configuration changes. The Support Ticket entries related to Revenue Cycle Management Services Configuration Maintenance are not included against a Customer's Support hours.
5. Vendor will post all cash receipts from an 835 or paper remit to AR and reconcile services. The Customer is responsible for providing copies of paper remits to Vendor within five (5) business days from date of receipt.
6. Vendor will post all cash receipts as of the effective date of the contract. Should Customer request Vendor to address aged AR prior to the effective date of the contract, additional fees will apply.
    a. If contracted for assistance working aged AR, Customer understands that addressing aged AR will not take priority over addressing claims generated within the contract terms. Customer also understands that the recoupment of aged AR is not guaranteed as it is dependent upon the billing activities that occurred prior to Vendor Revenue Cycle Management Services.
    b. Aged AR Services are available to Customers who are actively using a Qualifacts EHR software. Vendor will not address AR from a 'legacy' software.
7. Vendor will interact with payers to clarify disputes, non-payments, and partial payments. However, Customer is responsible for interacting with your clients to clarify disputes, non-payments, and partial payments. Should Customer require assistance with client billing inquiries, RCMS Support Services are available. Additional fees will apply.
8. Vendor will interact with Customer staff to clean all services on pre-billing reports, such as: non-approve, blocked services, claim errored services, duplicates, and incomplete or unsigned services.
9. Customer will confirm rate/unit calculations, modifiers, authorizations, incident to supervisor sign off, rendering provider credentialing, clinical documentation, and diagnoses are accurate on services upon approval of a billable service. Customer is responsible for ensuring the accuracy of claim level data outlined above prior to releasing the claim to Vendor for billing.
10. Vendor RCMS team do not code claims, but rather leverage the billing engines of the software platforms utilized by the Customer for claim generation.
11. Vendor will assist Customer staff with identifying authorization issues. Customer will be responsible for updating/adding/or removing client authorizations. Should Customer require assistance with obtaining and tracking authorizations, Authorization Management Services are available. Additional fees will apply.
12. Vendor will assist Customer staff with identifying insurance eligibility issues. Customer will be responsible for reviewing the eligibility information and adding/maintaining client insurance records. For the purposes of clarification, Vendor will submit a 270 Eligibility request to the Medicaid Payers and retrieve the corresponding 271 results file(s). Customer will need to utilize the data in the results file to make decisions as it relates to client eligibility and client care.
13. Vendor will provide a weekly summary of any rejections/denials received from a Payer. Customer is responsible for correcting clinical, clinical approval, or data entry errors related to the denial within in seven (7) business days of the receipt of the weekly summary. Such denials include but are not limited to errors in the client's insurance record or authorization, employee credentialing, demographic information, diagnosis, incident to billing signature, and medical necessity.
14. Vendor will provide the Customer with Vendor Revenue Cycle Management Services Standard Operating Procedures for the exchanges of information. Customer will comply with Vendor Revenue Cycle Management Services Standard Operating Procedures to ensure HIPAA compliance and the standard format for transfer of information. For example, Customer will utilize Vendor's standard template for completing a weekly deposit slip.
15. As part of the Vendor Revenue Cycle Management Services Standard Operating Procedures, the Customer will communicate with Vendor Revenue Cycle Management Team Members through the submission of support tickets. Support Tickets allow both the Customer and Vendor Management the transparency into the

communication regarding the weekly Revenue Cycle. Customer is to submit a weekly list of Agenda items and questions via a support ticket which will be addressed on the weekly meeting.

16. Patient Statements are available to the Customer. Vendor will generate and mail monthly client liability statements. Customer will be responsible for identifying and maintaining settings for clients whom should not receive a statement and/or client whose statements are sent to a guarantor, as well as, maintaining accurate client insurance records for balance billing, and adding/updating/maintaining client liability records.
    a. For the purposes of clarification, Vendor will only mail client statements to those clients with a current balance unless otherwise requested in writing by Customer.
17. As applicable based on Customer's EHR platform's available functionality, Vendor will assist Customer in closing each accounting period and Revenue/GL export to Customer's Accounting software. Vendor will also offer monthly A/R aging reports and 3rd Party payment reports. While Vendor provides the data to the Customer needed to close an accounting period, it is the Customer's responsibility to interpret the data into actionable information. Should the Customer require assistance in interpreting the data provided, additional fees may apply.
18. Major changes to a Customer's EDI file submission, i.e., transitioning to a new clearinghouse, adding new EDI agreements, transitioning from another 3rd Party Billing Company could result in an initial delay of receivables during the transition. All efforts to minimize the effect of a cash flow delay are taken; however, the Customer understands that clear communication, transfer of Payer Portal permissions, transitioning to Vendor Best Practice Workflows, and utilizing Vendor's Operating Procedures are essential in reducing delays.
19. As Vendor is an integrated solution with Clinical and Billing functionality; the Customer understands that any major changes in staffing by the Customer could result in an increase in denials, rejections, blocked claims, and incomplete services. The Customer agrees to quickly onboard staff to ensure use of Vendor's Best Practice Workflows and Standard Operating Procedures.
20. While every effort is made to limit denials and rejections, within normal billing business practice there may be a need to file an appeal with a payer. Vendor will file an appeal within the Payer's guidelines, with the following exceptions:
    a. Denials were not corrected by the Customer within the Payer's allowed time frame for correcting claims.
    b. Services were not submitted into the Customer domain within the Payer's allowed time frame for correction.

II. Credentialing Services:

A. As an add-on offering to RCMS, Vendor provides the following credentialing services that customer can purchase on an ala carte basis:
    - Individual and/or Group Medicare Enrollment
    - Individual and/or Group Medicaid Enrollment
    - Commercial Insurance Enrollment/credentialing
    - Telemedicine credentialing
    - CAQH Registration and maintenance
    - Annual Support & Maintenance/Maintaining existing credentialing for providers that are currently enrolled
B. Vendor utilizes a partnership with Change Healthcare and Medversant to provide Credentialing expertise and software for expedited enrollment processing. Vendor reserves the right to change partnerships with 3rd parties at no notice.
C. New enrollments apply to any clinician/provider being added to a Tax ID/EIN that they are currently not enrolled under
D. Customer is responsible for application fees required by the payor(s)
E. Customer will submit a credentialing request to vendor via submission of a support ticket.
F. Customer will submit supporting documentation, signed documents (as needed) and data required to complete the application within 30 business days of the request.
G. Vendor will provide customer a weekly update as to the status of outstanding credentialing applications and maintenance activities
H. Vendor will submit completed applications within five (5) business days from the receipt of the completed application or as defined by the payer.
I. Vendor will provide follow-up on applications in process weekly or as defined by the payer's application processing timelines.
J. Vendor will notify payer(s) of provider demographic, certification, licensing, termination, and other updates after receiving the updated information from Customer within five (5) business days.
K. CAQH re-attestation and directory updates are completed within seven (7) business days from receiving the CAQH notification.
L. Following the receipt of successful enrollment of the provider/facility, Vendor will notify Customer and assign the appropriate credentialing configuration within the Vendor's EHR platform utilized by the Customer.

III. Authorization Management:

A. As an add-on offering to RCMS, Authorization Management Services include:
    - Submission of authorization request as defined by the payor(s)
    - Submission of authorization renewals as defined by the payor(s)

- Submission of Level 1 grievances and reconsideration of denied authorizations
- Retrieval of authorization determinations and data entry of the authorization into the client's electronic health record.
- Tracking the utilization and monitoring for expiring authorizations.
- Submission of additional documentation required by the payor to support the request for authorization

B. For purposes of clarification, Prior Authorizations for medication related prescriptions are not supported.
C. Customer will provide Vendor access to payer portal(s) for submission and retrieval of authorizations. Customer will maintain administrative rights to payer portal(s).
D. Customer is responsible for postage should a payor require paper submission of medical records.
E. Customer will submit a new authorization request to vendor via submission of a support ticket.
F. Vendor will monitor authorizations for exhaustion and expiration on a weekly basis.
G. Vendor will provide customer a weekly update as to the status of outstanding Authorization requests and maintenance activities
H. Vendor will provide follow-up on authorization requests in process weekly or as defined by the payer's processing timelines.
I. Vendor will process retroactive authorization requests as defined by payor guidelines.
J. Upon receipt of an approved authorization, Vendor will enter the authorization and attach supporting documentation as appropriate to the client's clinical record.

IV. Billing Support Services:

A. As an add-on offering to RCMS, Billing Support Services include:
- Providing Customer's clients with a Billing Hot Line to contact with questions regarding their invoice.
- Addressing questions regarding the client's account, statement/invoice directly with the client and/or guarantor.
- Taking client payment information to update the client's clinical record
  - This requires agency to have integrated credit card processing

B. Vendor will not engage in Dunnings activities on behalf of the Customer
C. Vendor will refer the client to the Customer for scheduling, client satisfaction, and clinical service needs.
D. Vendor team members will complete Mental Health First Aid Training annually.
E. Vendor and Customer will define and agreeable method to transferring customer call in which the customer is in crisis and in need of intervention by the customer.
F. Vendor will log and document Client calls for date of call, duration, individual who called, account addressed, and details regarding the discussion.
G. Vendor will provide customer with a report monthly regarding call volume and trends
H. Vendor will inform customer weekly of customer follow up needed.

V. General Terms for Revenue Cycle Management Services

A. Vendor will complete the billing for Customer of all Medicaid, Medicare, and commercial payers. Customer will retain the billing for state funds, county contracts and grants.

B. Customer hereby represents and warrants to Vendor that during the Term of the Agreement it will utilize the HHS/OIG List of Excluded Individuals/Entities (LEIE) and any corresponding state lists to ensure that its employees and contractors are not excluded from participation in the federal healthcare programs, including Medicare, Medicaid, CHIP and TRICARE.

C. The terms of Vendor's Standard Revenue Cycle Management Services Task Responsibility List set forth below in Exhibit B are incorporated herein.

D. All of Customer's support inquiries, updates and/or issues must be submitted through Vendor's support ticketing system.

E. If purchased, Vendor will generate and mail monthly statements and at times CMS1500/1450 claims for clients; Customer is responsible for all postage. Postage will be invoiced monthly as a pass-through cost.

F. Notwithstanding anything to the contrary in the Agreement, the term of this Service Change Form for Revenue Cycle Management Services begins on the Term Start Date set forth above and is for an initial term as set forth above with automatic renewal terms of one year each.

G. Payment Schedule. The Payment Schedule is as follows:
1. One-Time Fee will be due upon Effective Date.
2. Monthly billing commences upon Customer's Revenue Cycle Management Services GoLive date.
3. Notwithstanding anything to the contrary in the Agreement, Revenue Cycle Management Services are subject to suspension if invoices are more than 60 days past due.

Exhibit A:
Vendor Billing Services Customer Specific Pricing Guidelines and Hours Allocation

VENDOR REVENUE CYCLE MANAGEMENT SERVICES PRICING	FEES
Revenue Cycle Management Services - Setup Fee	**$0.00**
Revenue Cycle Management Services Collections Fee **RCMS Yearly Net Revenue $12,000,000**	**$15,000.00**
Revenue Cycle Management Services Aged AR Collections Assistance	**No**
Revenue Cycle Management Services - Aged AR 1xFee	**$0.00**
Aged AR Collections Assistance – Date Span	**n/a**
Monthly Fee Invoicing for Revenue Cycle Management Services and Quarterly Adjustments: Vendor charges a flat monthly fee based upon volume of claims and payers and the monthly fee set forth above is based upon an initial anticipated volume of 1,300 claims per month. The volume of monthly claims will be reviewed by the parties on a quarterly basis during the term of this SCF (each, a "Quarterly Review Period") and, in the event that the average monthly claim volume increases during a Quarterly Review Period, the amount of the then-current Monthly Fee will be adjusted on a go-forward basis in an amount equivalent to the percentage of the increase in the average monthly claim volume.†	

Revenue: For the purposes of clarification, revenue utilized to determine the Billing Services Monthly Fee is defined as the Yearly Net Revenue for the Payers for which Vendor will be billing (i.e. Medicaid, Medicare, Commercial insurance payers). For Partners currently utilizing Vendor, the Yearly Net Revenue is determined by utilizing the Analytics tools available in the software. For Partners newly implementing Vendor software, the Yearly Net Revenue is determined utilizing a copy of the Agency's most current tax form.

Billing Services Monthly Fee: The monthly fee Customer is invoiced for Vendor Billing Services.

Overage is defined as all billing in excess of the Customer's Current Annual Billing Amount. The overage is determined by utilizing the EHR software analytics tools to generate a Yearly Net Revenue report filtering on the prior calendar year. The Customer's Current Annual Billing Amount is subtracted from the YNR for a total billing in excess of the contracted annual billing amount. To help monitor billing activity against the Yearly Net Revenue number used in the Billing Services Monthly Fee, Customer will receive a quarterly status report representing the amount of Net revenue for the quarter.

Overage Fees: Every January, overages from the prior calendar year will be assessed by calculating actual Yearly Net Revenue compared to contracted Yearly Net Revenue. If applicable, Customer will incur overage fees calculated as the excess Yearly Net Revenue multiplied the excess rate outlined above. Invoicing for the Overage Fees will occur monthly over the following year (Overage Fees divided by twelve). Should Customer experience overage fees, Customer can request in writing to amend the contracted Yearly Net Revenue and monthly fee for the current calendar year.

† Example: The average monthly volume of claims during the first Quarterly Review Period was 1,430 which is an increase of 10% from the anticipated average monthly volume of 1,300 claims per month. Beginning upon commencement of the second Quarterly Review Period, (i) the anticipated volume of claims will be 1,430 per month, and (ii) the Monthly Fee will increase by 10% to $16,500 per month.

Exhibit B:

Vendor' s Standard Billing Services Task Responsibility List

Task	Task Description	Who	Frequency	Clarification
1	Account Management	Vendor	Weekly/Monthly (as needed)	Assignment of an RCM Customer Support resource for coordination of all deliverables. Role includes support of KPI review, process improvement initiatives, revenue optimization, and regulation/contract compliance.
2	Patient / Client Registration	Customer	Daily (as needed)	Registration, assignment of benefits, entry of required referral, completion of necessary financial responsibility forms, entry and insurance card scanning. Collection of required information for claim submission.
3	Service Documentation	Customer	Daily (as needed)	Properly and correctly documenting services and products rendered or supplied by Vendor utilizing appropriate Qualifacts platform.
4	Pre-Authorization for services requiring clinical presentation *(if purchased)	Shared	Daily	If purchased, Vendor will complete and submit authorization requests. Customer will provide clinical data needed for submission or appeal.
5	Client Approval of Billable Services	Shared	Daily	Customer is responsible for approving all billable services to ensure accuracy of claim data, to include but not limited to, clinical documentation, diagnosis, rates/units, client insurance, etc. Vendor will notify client if incorrect documentation is identified. Customer is responsible for correcting data in a timely manner.
6	Claim Submission – Includes both electronic and paper claim submissions.	Vendor	48-72 hours	Submission and reconciliation of claims through the clearinghouse to the payer. Excludes contract & grant invoicing. Submission of claims will not be held unless approved by Customer's CEO.
7	Bill Run Management / Pending Claims Maintenance	Vendor	48-72 hours	Process is utilized to control release of claims during the provider payer enrollment process to ensure optimal in-network processing.
8	Bed Assignments	Customer	Daily	Customer is responsible for maintaining Bed Board / Residential / Inpatient Bed Assignments and data required for billing.
9	Client Episodes, Value Codes, Occurrence Span Codes, and Condition Codes	Customer	Daily	Customer is responsible for maintaining the Client's Episode data required for billing.
10	Reconcile Payments Electronically and Post	Vendor	48-72 hours	Posting and reconciliation of electronic payment files.
11	Reconcile Payments Manually and Post	Shared	48-72 hours	Customer will provide a scanned copy of all paper EOBs to Vendor. Customer will provide a deposit slip weekly for reconciliation purposes.
12	Insurance Receivable Follow Up	Vendor	Weekly	Confirming the status of submitted unpaid claims. Process includes correction and/or resubmission as necessary to support payer processing.
13	Billing Secondary Payers	Vendor	Weekly	Excludes contract & grant invoicing.
14	Provide Current Billing Production Reports	Vendor	Monthly	
15	Denial Management	Vendor	Weekly	Identifying, categorizing, routing, and tracking of denied claims to resolution team for review and resolution.
16	Denial Resolution	Vendor	Weekly	Review, research, appeal, and resolution work for inappropriately denied claims. Certain items may require Customer participation to correct (i.e. authorizations missing, etc.).

Task	Task Description	Who	Frequency	Clarification
17	Revenue Cycle Reports	Vendor	Monthly	Regular schedule to be set at beginning of engagement between Vendor and Customer as its dependent upon billing cycle.
18	Verify insurance that is not billed	Vendor	Weekly	Vendor will not provide billing functions in Customer's legacy EHR software.
19	Unapplied Payment Reports	Vendor	Weekly	
20	Update fee schedules in billing tables yearly or as needed	Vendor	As Needed	Customer will provide payer update information to Vendor in a timely manner. Customer will confirm accuracy of configuration.
21	Review and approve configuration changes made as a result of payer change.	Customer	Monthly	
22	Patient/Client Phone Support Center *If Patient Billing Support package purchased	Shared	Daily (as needed)	If purchased, Vendor will supply phone support for client inquiries regarding invoices and payments. Customer will address client inquiries regarding service delivery, intake, scheduling and clinical needs.
23	Patient Statement Management *If *Patient Statements* purchased	Vendor	Monthly	Printing and mailing of patient statements or submission of statements electronically to patient portal per Customer policy.
24	Patient Collections Management *If *Patient Billing Support Package* purchased	Shared	Monthly	Vendor reviews outstanding patient balances and requests write-off per customer policy. Customer approves write-offs before they are applied.
25	Insurance Collections Management	Shared	Monthly	Monthly review of outstanding Insurance AR and write-off process. Customer reviews and approves write-offs before Vendor performs per SOP.
26	Run Pre-Month End Closing Reports	Vendor	Monthly	Notify customer of status and receive month end closing process approval.
27	Close Account Periods	Customer	Monthly	
28	Provide Month End Closing Reports	Vendor	Monthly	Customer is responsible for interpreting the data provided.
29	Clean up previous 12 months, including, resubmit as needed *current EHR customers only	Shared	Weekly	If purchased, Customer will provide data needed to complete resubmissions within 30 days of LOI signing.
30	Clean up payments / unapplied payments *current EHR customers only	Vendor	During Billing Services Implementation	If purchased, Customer is responsible for providing materials needed to apply payments.
31	Credentialing (if purchased)	Shared	As Needed	If purchased, Vendor will complete and submit credentialing applications. Customer will provide the data, application fees, and signatures needed to complete the applications.

QUALSYS-04 RBRUNTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1298 Hub International Mid-South 3011 Armory Drive Suite 250 Nashville, TN 37204	CONTACT NAME: Rebekah Brunton, AAI PHONE (A/C, No, Ext): (615) 630-6683 FAX (A/C, No): E-MAIL ADDRESS: rebekah.brunton@hubinternational.com
INSURED Qualifacts Systems, LLC 315 Deaderick Street, Ste. 2300 Nashville, TN 37238	INSURER A : Great Northern Insurance Company — 20303 INSURER B : Federal Insurance Company — 20281 INSURER C : Hartford Accident and Indemnity Company — 22357 INSURER D : ACE American Insurance Company — 22667 INSURER E : Landmark American Insurance Company — 33138 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			36047987	7/31/2023	7/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73604527	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79894547	7/31/2023	7/31/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WECAB6UD0	6/21/2023	6/21/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	$5M Cyber/E&O			D95312445	8/31/2023	7/31/2024	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Insurer D: Ace American Insurance Company, NAIC# 22667
$5M Primary Cyber Liability/Tech E&O Policy #D95312445
Policy Period: 8/31/2023-07/31/2024
Each Claim/Aggregate: $5,000,000
Deductible: $100,000
E&O Retro Date: 06/21/2005
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: QUALSYS-04 RBRUNTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1298	NAMED INSURED
Hub International Mid-South		Qualifacts Systems, LLC 315 Deaderick Street, Ste. 2300 Nashville, TN 37238
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cyber Retro Date: Full Prior Acts

Insurer G: Evanston Insurance Company, NAIC# 35378
$2M Professional Liability Policy #MKLV7PEO003158
Policy Period: 7/31/2023-7/31/2024
Each Claim/Aggregate: $2,000,000
Deductible: $10,000 Each Claim
Retro Date: 06/08/2022

****

The certificate holder is included as Additional Insured on a Primary and Non-Contributory basis for General Liability & Auto Liability when required by written contract or agreement that has been executed prior to loss, as outlined in the policy forms below. Additional Insured status is not applicable to Workers Compensation.
Waiver of Subrogation in favor of certificate holder for the General liability and Auto liability as required by written contract that has been executed prior to loss.

Subject to all terms, conditions, definitions, exclusions of the above-referenced policies, as issued by the carriers.

As Respects to General Liability:
Blanket Additional Insured on Primary & Non-Contributory Basis per form #80-02-2367
Blanket Waiver of Subrogation per form #80-02-2000

As Respects to Auto Liability:
Blanket Additional Insured on Primary & Non-Contributory Basis per form #16-02-0292
Blanket Waiver of Subrogation per form #16-02-0292

As Respects to Employers Liability:
Blanket Waiver of Subrogation per form #

As Respects to Umbrella/Excess Liability:
The Umbrella/Excess Liability policy provides excess limits over underlying primary General Liability, Auto Liability, & Employer's Liability referenced herein. The coverage provided by this policy shall follow the terms, definitions, conditions, and exclusions of the applicable underlying policy.

The County of Mariposa, its officials, employees, & volunteers are included as Additional Insured on a Primary and Non-Contributory basis for General Liability & Auto Liability when required by written contract or agreement that has been executed prior to loss, as outlined in the policy forms below. Additional Insured status is not applicable to Workers Compensation.
Waiver of Subrogation in favor of Additional Insured for the General liability, Auto liability, and Employers Liability as required by written contract that has been executed prior to loss.

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MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-42

MEETING: January 24, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Amendment to Agreement - Purchase of RCM Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Service Change Form Agreement to purchase Revenue Cycle Management Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

InSync Healthcare Solutions, LLC (InSync) and the InSync software platform are now a part of Qualifacts Systems, LLC.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

Revenue Cycle Management Services (RCMS) is a comprehensive, outsourced solution that will enable Mariposa County Health and Human Services Agency (HHSA) to act as Customer's Billing Department and provide payer interaction, batching, payment posting, and client statement services. Additional expenses include minimum monthly charge of $20,000 and one time charges of $85,000 for set up of RCMS. The desired benefits for HHSA include increased revenue and cash flow, comprehensive billing processes; and reduced coding errors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

Board of Supervisors approved Second Amendment to the agreement on February 2, 2022 through Resolution Number 2022-126.

REF ID# 13651

Board of Supervisors approved current agreement (under Qualifacts Systems,LLC) on October 11, 2022 through Resolution Number 2022-588.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, HHSA would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY22-23 budget. There is no impact to the General Fund.

ATTACHMENTS:
Qualifacts Amendment - Wcsignature Dec 14 2022 (PDF)
Qualifacts, (Insync) - (A03) 2023 - Res. 2022-588 - EXECUTED (PDF)
InSync Solutions 2nd Amendment (PDF)
First Amendment - InSync Agreement (PDF)
InSync Term Sheets - February 2022 (PDF)
InSynch AddOn Products - 2022 (PDF)
InSync Purchase Agreement 2019 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

QUALIFACTS™

RES. NO. 23-42

SERVICE CHANGE FORM

Customer Name:	County of Mariposa
Contact Name:	Lynn Rumfelt
Address:	5362 Lemee Lane, Mariposa, CA 95338
Phone Number:	(209) 742-0821
Email Address:	lrumfelt@mariposacounty.org
Effective Date:	11/01/2022
Platform:	InSync

This Service Change Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Change Form is made pursuant to, and is governed by, the Terms and Conditions between Vendor and Customer for the InSync platform available on Vendor's website (the "Agreement"). Defined terms used but not defined in this Service Change Form are as defined in the Agreement.

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

THE FOLLOWING MONTHLY RECURRING CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Term Start Date	Term End Date	Unit	Monthly Minimum Fee	Projected Monthly Fee
1.	Revenue Cycle Management Services	November 1, 2022	October 31, 2023	Per Customer	$20,000.00	$20,833.33

Total Minimum Monthly Charges:	**$20,000.00**

NON-RECURRING CHARGES

THE FOLLOWING ONE-TIME CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Invoice Date	Unit	Quantity	Sales Price	Total Price
2.	Revenue Cycle Management Services - Aged AR 1xFee	Upon Effective Date	Per Customer	1	$75,000.00	$75,000.00
3.	Revenue Cycle Management Services - Setup Fee	Upon Effective Date	Per Customer	1	$10,000.00	$10,000.00
					Total One-Time Charges:	**$85,000.00**

This SCF may be executed and delivered by electronic means in separate counterparts, including electronic mail PDF counterparts, each of which shall constitute an original, and all such counterparts shall constitute one and the same instrument.

The parties, through their undersigned authorized representatives, have entered into this SCF as of the Effective Date set forth above.

PRODUCT DESCRIPTIONS

1. **Revenue Cycle Management Services –** Revenue Cycle Management Services (RCMS) is a comprehensive, outsourced solution enabling Vendor to act as Customer's Billing Department and provide payer interaction, batching, payment posting, and client statement services.
   By deploying Vendor's Revenue Cycle Management Services (RCMS), Customer will receive the following benefits:
   - Increased revenue and cash flow;
   - Comprehensive billing processes;

- Reduced denial rates;
- Reduction in vacation and employee churn inefficiencies;
- Thorough and accurate client statements;
- Reduced coding errors;
- Vendor managed payer interaction;
- Detailed and timely payment posting;
- Sufficient and efficient batching
- Billing Research, Configuration, Implementation, and TestingThe following services and features are included:
- Vendor will provide for electronic submission for Medicaid, Medicare, and Third-Party services, rate/service confirmation of data provided by Customer, rolling/summing/combining rules, authorization configuration, configuration needs for electronic submission of 837 files, and/or CMS 1500 capabilities, loading 835 files, and reconciliation of payments with services.
- Interact with payers to clarify disputes, non-payments, and partial payments. However, Customer is responsible for interacting with Customer clients to clarify disputes, non-payments, and partial payments.
- Configuration of state-specific 270/271 functionality.
- Billing related configuration and testing services.
- Vendor will assist Customer in providing a specific Revenue/GL export to Customer's Accounting software.
- Vendor will generate and mail monthly statements for clients.

2. **Revenue Cycle Management Services – Aged AR 1xFee –**One-Time setup fee for working Aged AR.

3. **Revenue Cycle Management Services - Setup Fee –** One-Time setup fee for Revenue Cycle Management Services. For avoidance of doubt, one-time setup fee is non-refundable in any instance.

COUNTY OF MARIPOSA

By: Wayne L. Forsythe

Print: Wayne Forsythe

Title: Board Vice-Chair

Date: 1-25-23

QUALIFACTS SYSTEMS, LLC

By:

Print: JEREMY LANDA

Title: CFO

Date: 12/10/2022

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL

Vendor's Revenue Cycle Management Services (RCMS) is a comprehensive, outsourced solution that provides payer interaction, batching, payment posting, and client statement services.

I. Configuration & Implementation (*Standard Timeline for Completion is Sixty (60) Days)*

A. RCMS Configuration Review & Analysis Phase

1. Vendor will provide a detailed audit and needs analysis to review billing matrix and payer configurations, system workflow, and denial trending. Vendor will review with Customer the Configuration Action Plan for improvement to provide Customer with the ability to maximize collections for all services Vendor will be responsible for billing.
2. For the sake of clarity, Customer is responsible for signing off on this milestone prior to Vendor updating Customer's domain.
    a. Customer CEO/Executive Director agrees to sign off on RCMS Configuration Review & Analysis within five (5) business days of receipt.
3. Customer is responsible for submitting accurate data prior to configuration. Failure to do so may result in a delay and suspend Customer's RCMS implementation. Inaccurate data could result in decrease in clean claim submission. Should this occur, Customer will be responsible for all additional fees to correct configuration.
4. RCMS Configuration Review & Analysis Phase is only applicable to Customers currently utilizing one of the Qualifacts EHR software platforms. Customers newly implementing a Qualifacts EHR software will engage with the RCMS team during the Testing phase of the software implementation.

B. Payer Access & Billing Responsibilities Transition Phase

1. Customer will authorize Vendor's access to Customer's Payer portals and relay Vendor's authorization directly to Customer's Payers.
2. Utilizing the Configuration Action Plan, Vendor will update Customer's configuration to reflect the changes outlined therein.
    a. Customer will review all billing and payer configuration changes and confirm that the billing engine is calculating rates/units as expected for each payer and services are bundling appropriately (when applicable). Customer is responsible for the confirmation of accuracy and approval of initial configuration and ongoing configuration maintenance.
3. Should Customer not currently be utilizing the State specific 270/271 for Medicaid payers, Vendor will configure Customer's domain to support this functionality.
4. Vendor will assist Customer in establishing the necessary EDI relationships with a Qualifacts supported clearinghouse. Customer is responsible for submitting the data necessary to complete applications.
    b. Vendor will provide EDI testing for any new payers that will be billed electronically.
    c. Customer will maintain administrative rights to all Customer's EDI relationships. Vendor will maintain administrative rights to all Vendor EDI relationships.
    d. Customer agrees to complete the EDI process within two (2) weeks of signing this LOI.
    e. Customer acknowledges, that Vendor RCMS team will not engage in manually 'keying' claims into a payer portal. Should 'keying' claims manually into a payer portal be required until EDI is established and tested, Customer will be responsible for the data entry. Should Customer require Vendor's assistance in manually 'keying' claims to a payer, additional fees may apply.
5. Vendor will provide Customer's Billing Point of Contract and one of Customer's C-Level Executives training on Vendor RCMS Standard Operating Procedures. & Customer Responsibilities. This remote training is one (1) hour.
6. To ensure comprehensive knowledge transfer as it relates to Customer's current billing practices, Vendor will complete a Batching & Reconciliation Review with Customer. This enables Vendor to verify all appropriate payer system access and nuances were conveyed to Vendor.
7. Vendor will provide Customer with a Revenue Cycle Timeline & Responsibilities Plan, which outlines Customer's billing expectations as it relates to billing cycle, billing services, payer nuances, and clarification and operationalization of Customer/Vendor shared responsibilities.
    a. Customer CEO/Executive Director will sign off on Customer's Revenue Cycle Timeline & Responsibilities Plan within five (5) business days of receipt.

C. Vendor Billing Services GoLive Phase

1. At GoLive, Customer will review and sign off on Customer's current baseline Key Performance Indicators (KPIs), which will be utilized for transparency and monitoring of overall Customer's billing health.

2. Customer acknowledges that any changes to the Billing Configuration made by the Customer inhibit Vendor's ability to complete revenue cycle management services on Customer's behalf and void Vendor's responsibility under this agreement. Additional fees will apply for any corrections and additional analysis and verification Vendor may have to do in order to verify the impact and address the changes as a result of Customer's action.

D. Vendor RCMS Process & Ongoing Maintenance

1. Vendor will update fee schedules per payer and confirm that the billing configuration adheres to each payer's requirements, including rolling/summing/combining rules, Authorization configuration, and 837P/837I and/or CMS 1500/1450 capabilities during the implementation of Revenue Cycle Management Services. The configuration of new modules, reconfiguration of existing modules after Go Live, or reporting metrics, such as building a Revenue Code Matrix, MIPS/MACRA, Custom Reports, Payroll Reporting, Balance Forward Imports, Primary Integrated Care or Inpatient is not included in Revenue Cycle Management Services, and additional fees may apply.
2. Vendor will bill claims through the Customer's Vendor domain. Vendor will not bill from 'legacy' software.
3. Vendor will provide EDI testing for any new payers that will be billed electronically.
4. Customer will notify Vendor through the submission of a Support Ticket immediately upon notification of changes/additions to payer requirements, adding additional service types, and programs and provide detailed documentation of the changes/additions to ensure timely implementation of configuration changes and testing. Vendor will have up to 30 business days upon receipt of the Support Ticket to review, apply, and test configuration changes. The Support Ticket entries related to Revenue Cycle Management Services Configuration Maintenance are not included against a Customer's Support hours.
5. Vendor will post all cash receipts from an 835 or paper remit to AR and reconcile services. The Customer is responsible for providing copies of paper remits to Vendor within five (5) business days from date of receipt.
6. Vendor will post all cash receipts as of the effective date of the contract. Should Customer request Vendor to address aged AR prior to the effective date of the contract, additional fees will apply.
    a. If contracted for assistance working aged AR, Customer understands that addressing aged AR will not take priority over addressing claims generated within the contract terms. Customer also understands that the recoupment of aged AR is not guaranteed as it is dependent upon the billing activities that occurred prior to Vendor Revenue Cycle Management Services.
    b. Aged AR Services are available to Customers who are actively using a Qualifacts EHR software. Vendor will not address AR from a 'legacy' software.
7. Vendor will interact with payers to clarify disputes, non-payments, and partial payments. However, Customer is responsible for interacting with your clients to clarify disputes, non-payments, and partial payments. Should Customer require assistance with client billing inquiries, RCMS Support Services are avaible. Additional fees will apply.
8. Vendor will interact with Customer staff to clean all services on pre-billing reports, such as: non-approve, blocked services, claim errored services, duplicates, and incomplete or unsigned services.
9. Customer will confirm rate/unit calculations, modifiers, authorizations, incident to supervisor sign off, rendering provider credentialing, clinical documentation, and diagnoses are accurate on services upon approval of a billable service. Customer is responsible for ensuring the accuracy of claim level data outlined above prior to releasing the claim to Vendor for billing.
10. Vendor RCMS team do not code claims, but rather leverage the billing engines of the software platforms utilized by the Customer for claim generation.
11. Vendor will assist Customer staff with identifying authorization issues. Customer will be responsible for updating/adding/or removing client authorizations. Should Customer require assistance with obtaining and tracking authorizations, Authorization Management Services are available. Additional fees will apply.
12. Vendor will assist Customer staff with identifying insurance eligibility issues. Customer will be responsible for reviewing the eligibility information and adding/maintaining client insurance records. For the purposes of clarification, Vendor will submit a 270 Eligibility request to the Medicaid Payers and retrieve the corresponding 271 results file(s). Customer will need to utilize the data in the results file to make decisions as it relates to client eligibility and client care.
13. Vendor will provide a weekly summary of any rejections/denials received from a Payer. Customer is responsible for correcting clinical, clinical approval, or data entry errors related to the denial within in seven (7) business days of the receipt of the weekly summary. Such denials include but are not limited to errors in the client's insurance record or authorization, employee credentialing, demographic information, diagnosis, incident to billing signature, and medical necessity.
14. Vendor will provide the Customer with Vendor Revenue Cycle Management Services Standard Operating Procedures for the exchanges of information. Customer will comply with Vendor Revenue Cycle Management Services Standard Operating Procedures to ensure HIPAA compliance and the standard format for transfer of information. For example, Customer will utilize Vendor's standard template for completing a weekly deposit slip.
15. As part of the Vendor Revenue Cycle Management Services Standard Operating Procedures, the Customer will communicate with Vendor Revenue Cycle Management Team Members through the submission of support tickets. Support Tickets allow both the Customer and Vendor Management the transparency into the

communication regarding the weekly Revenue Cycle. Customer is to submit a weekly list of Agenda items and questions via a support ticket which will be addressed on the weekly meeting.

16. Patient Statements are available to the Customer. Vendor will generate and mail monthly client liability statements. Customer will be responsible for identifying and maintaining settings for clients whom should not receive a statement and/or client whose statements are sent to a guarantor, as well as, maintaining accurate client insurance records for balance billing, and adding/updating/maintaining client liability records.
    a. For the purposes of clarification, Vendor will only mail client statements to those clients with a current balance unless otherwise requested in writing by Customer.
17. As applicable based on Customer's EHR platform's available functionality, Vendor will assist Customer in closing each accounting period and Revenue/GL export to Customer's Accounting software. Vendor will also offer monthly A/R aging reports and 3rd Party payment reports. While Vendor provides the data to the Customer needed to close an accounting period, it is the Customer's responsibility to interpret the data into actionable information. Should the Customer require assistance in interpreting the data provided, additional fees may apply.
18. Major changes to a Customer's EDI file submission, i.e., transitioning to a new clearinghouse, adding new EDI agreements, transitioning from another 3rd Party Billing Company could result in an initial delay of receivables during the transition. All efforts to minimize the effect of a cash flow delay are taken; however, the Customer understands that clear communication, transfer of Payer Portal permissions, transitioning to Vendor Best Practice Workflows, and utilizing Vendor's Operating Procedures are essential in reducing delays.
19. As Vendor is an integrated solution with Clinical and Billing functionality; the Customer understands that any major changes in staffing by the Customer could result in an increase in denials, rejections, blocked claims, and incomplete services. The Customer agrees to quickly onboard staff to ensure use of Vendor's Best Practice Workflows and Standard Operating Procedures.
20. While every effort is made to limit denials and rejections, within normal billing business practice there may be a need to file an appeal with a payer. Vendor will file an appeal within the Payer's guidelines, with the following exceptions:
    a. Denials were not corrected by the Customer within the Payer's allowed time frame for correcting claims.
    b. Services were not submitted into the Customer domain within the Payer's allowed time frame for correction.

II. Credentialing Services:

A. As an add-on offering to RCMS, Vendor provides the following credentialing services that customer can purchase on an ala carte basis:
    - Individual and/or Group Medicare Enrollment
    - Individual and/or Group Medicaid Enrollment
    - Commercial Insurance Enrollment/credentialing
    - Telemedicine credentialing
    - CAQH Registration and maintenance
    - Annual Support & Maintenance/Maintaining existing credentialing for providers that are currently enrolled

B. Vendor utilizes a partnership with Change Healthcare and Medversant to provide Credentialing expertise and software for expedited enrollment processing. Vendor reserves the right to change partnerships with 3rd parties at no notice.
C. New enrollments apply to any clinician/provider being added to a Tax ID/EIN that they are currently not enrolled under
D. Customer is responsible for application fees required by the payor(s)
E. Customer will submit a credentialing request to vendor via submission of a support ticket.
F. Customer will submit supporting documentation, signed documents (as needed) and data required to complete the application within 30 business days of the request.
G. Vendor will provide customer a weekly update as to the status of outstanding credentialing applications and maintenance activities
H. Vendor will submit completed applications within five (5) business days from the receipt of the completed application or as defined by the payer.
I. Vendor will provide follow-up on applications in process weekly or as defined by the payer's application processing timelines.
J. Vendor will notify payer(s) of provider demographic, certification, licensing, termination, and other updates after receiving the updated information from Customer within five (5) business days.
K. CAQH re-attestation and directory updates are completed within seven (7) business days from receiving the CAQH notification.
L. Following the receipt of successful enrollment of the provider/facility, Vendor will notify Customer and assign the appropriate credentialing configuration within the Vendor's EHR platform utilized by the Customer.

III. Authorization Management:

A. As an add-on offering to RCMS, Authorization Management Services include:
    - Submission of authorization request as defined by the payor(s)
    - Submission of authorization renewals as defined by the payor(s)

- Submission of Level 1 grievances and reconsideration of denied authorizations
- Retrieval of authorization determinations and data entry of the authorization into the client's electronic health record.
- Tracking the utilization and monitoring for expiring authorizations.
- Submission of additional documentation required by the payor to support the request for authorization

B. For purposes of clarification, Prior Authorizations for medication related prescriptions are not supported.
C. Customer will provide Vendor access to payer portal(s) for submission and retrieval of authorizations. Customer will maintain administrative rights to payer portal(s).
D. Customer is responsible for postage should a payor require paper submission of medical records.
E. Customer will submit a new authorization request to vendor via submission of a support ticket.
F. Vendor will monitor authorizations for exhaustion and expiration on a weekly basis.
G. Vendor will provide customer a weekly update as to the status of outstanding Authorization requests and maintenance activities
H. Vendor will provide follow-up on authorization requests in process weekly or as defined by the payer's processing timelines.
I. Vendor will process retroactive authorization requests as defined by payor guidelines.
J. Upon receipt of an approved authorization, Vendor will enter the authorization and attach supporting documentation as appropriate to the client's clinical record.

IV. Billing Support Services:

A. As an add-on offering to RCMS, Billing Support Services include:
- Providing Customer's clients with a Billing Hot Line to contact with questions regarding their invoice.
- Addressing questions regarding the client's account, statement/invoice directly with the client and/or guarantor.
- Taking client payment information to update the client's clinical record
  - This requires agency to have integrated credit card processing

B. Vendor will not engage in Dunnings activities on behalf of the Customer
C. Vendor will refer the client to the Customer for scheduling, client satisfaction, and clinical service needs.
D. Vendor team members will complete Mental Health First Aid Training annually.
E. Vendor and Customer will define and agreeable method to transferring customer call in which the customer is in crisis and in need of intervention by the customer.
F. Vendor will log and document Client calls for date of call, duration, individual who called, account addressed, and details regarding the discussion.
G. Vendor will provide customer with a report monthly regarding call volume and trends
H. Vendor will inform customer weekly of customer follow up needed.

V. General Terms for Revenue Cycle Management Services

A. Vendor will complete the billing for Customer of all Medicaid, Medicare, and commercial payers. Customer will retain the billing for state funds, county contracts and grants.

B. Customer hereby represents and warrants to Vendor that during the Term of the Agreement it will utilize the HHS/OIG List of Excluded Individuals/Entities (LEIE) and any corresponding state lists to ensure that its employees and contractors are not excluded from participation in the federal healthcare programs, including Medicare, Medicaid, CHIP and TRICARE.

C. The terms of Vendor's Standard Revenue Cycle Management Services Task Responsibility List set forth below in Exhibit B are incorporated herein.

D. All of Customer's support inquiries, updates and/or issues must be submitted through Vendor's support ticketing system.

E. If purchased, Vendor will generate and mail monthly statements and at times CMS1500/1450 claims for clients; Customer is responsible for all postage. Postage will be invoiced monthly as a pass-through cost.

F. Notwithstanding anything to the contrary in the Agreement, the term of this Service Change Form for Revenue Cycle Management Services begins on the Term Start Date set forth above and is for an initial term of one year with automatic renewal terms of one year each.

G. Payment Schedule. The Payment Schedule is as follows:
1. One-Time Fee will be due upon Effective Date.
2. Monthly billing commences upon Customer's Revenue Cycle Management Services GoLive date.
3. Notwithstanding anything to the contrary in the Agreement, Revenue Cycle Management Services are subject to suspension if invoices are more than 60 days past due.

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Exhibit A

Vendor Revenue Cycle Management Services Customer Specific Pricing Guidelines and Hours Allocation

VENDOR REVENUE CYCLE MANAGEMENT SERVICES PRICING	FEES
Revenue Cycle Management Services - Setup Fee	**$10,000.00**
Revenue Cycle Management Services Collections Percentage Fee **RCMS Yearly Net Revenue $5,000,000**	**5.00 %**
Revenue Cycle Management Services Aged AR Collections Assistance	**Yes**
Revenue Cycle Management Services - Aged AR 1xFee	**$75,000.00**
Aged AR Collections Assistance – Date Span	**05/01/2020-** **10/31/2022**

Monthly Fee Invoicing: For purposes of clarification, the Revenue Cycle Management Services Monthly Fee is defined as a percentage of total applied payments posted within the given accounting period. (For example, Customer receives $100.00 in Medicaid, Medicare, Commercial insurance payments in January. The amount invoiced is the contracted % of $100.00). The minimum monthly fee is invoiced monthly. Billings in excess of the minimum monthly fee are invoiced in arrears of services provided as excess usage. For Customers currently utilizing Vendor, the Collections total is determined by utilizing the Analytics platform available in the EHR searching for All Payments Applied within the desired timeframe.

Currently Customer is billing $X (Current Year Net Revenue). Vendor charges X% of Net Collected Revenue or $X per month, whichever is greater, to arrive at the RCMS Monthly Fee.

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Exhibit B

Vendor' s Standard Revenue Cycle Management Services Task Responsibility List

Task	Task Description	Who	Frequency	Clarification
1	Running Batches – Includes both electronic and paper claim submissions.	Vendor	Weekly	Excludes contract & grant invoicing.
2	Get Current Billing Production Reports	Vendor	Weekly	
3	Revenue Cycle Reports	Vendor	Weekly & Monthly	Frequency to be set at beginning of engagement between Vendor and Customer as its dependent upon billing cycle.
4	Reconcile Payments Electronically	Vendor	Daily	
5	Reconcile Payments Manually	Shared	Daily	Customer will provide a scanned copy of all paper EOBs to Vendor.
6	Billing Secondary payers	Vendor	Weekly	Excludes contract & grant invoicing.
7	Resubmission of Claims	Vendor	Weekly	
8	Clean up previous 12 months, including, resubmit as needed	Shared	Weekly	If purchased, Customer will provide data needed to complete resubmissions w/in 30 days of LOI signing.
9	Clean up on payments/unapplied payments	Vendor	During Billing Services Implementation	If purchased, Customer responsible for providing materials needed to apply payments.
10	Verify insurance that has not billed	Vendor	Weekly	Vendor will not provide billing functions in Customer's legacy EHR software.
12	Credentialing (If purchased)	Shared	As Needed	If purchased, Vendor will complete and submit credentialing applications. Customer will provide the data, application fees, and signatures needed to complete the applications
13	Pre-Authorization for services requiring clinical presentation (If purchased)	Shared	Daily	If purchased, Vendor will complete and submit authorization requests. Customer will provide clinical data needed for submission or appeal.
14	All client and/or care provider interaction	Customer	Daily As Needed	
15	Check for retro coverage on existing services	Customer	Daily As Needed	Vendor will assist if needed
16	Editing of billing signed services and resubmit to Payers.	Shared	Weekly	Vendor will not edit/change clinical data associated on a claim/service.
17	Unapplied payment reports	Vendor	Weekly	
18	Update fee schedules in billing tables yearly or as needed.	Vendor	As Needed	Customer will provide payer update information to Vendor in a timely manner. Customer will confirm accuracy of configuration.
19	Review and approve configuration changes made as a result of a Payer change.	Customer	Monthly	
20	Field phone calls to and from clients (if purchased)	Shared	Daily As Needed	If purchased, Vendor will address client inquiries regarding invoices and payments. Customer will address client inquiries regarding service delivery, intake, scheduling and clinical needs.
21	Run Pre-Month End Closing Reports	Vendor	Monthly	
22	Close Accounting Periods	Customer	Weekly/Daily	
23	Provide Month End Closing Reports	Vendor	Monthly	Customer is responsible for interpreting the data provided.
24	Client Approval of Billable Services	Customer	Weekly/Daily	Customer is responsible for approving all billable services to ensure accuracy of claim data to include but not limited to clinical documentation, diagnosis, rates/units, client insurance, etc.
25	Bed Assignments	Customer	Daily	Customer is responsible for maintaining Bed Board/Residential/Inpatient Bed Assignments and data required for billing

26	Client Episodes, Value Codes, Occurrence Span Codes, and Condition Codes	Customer	Daily	Customer is responsible for maintaining the Client's Episode data required for Billing.

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-588

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Agreement to Purchase 16 Additional InSync User Licenses

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Service Change Form Agreement to purchase 16 additional user licenses for our InSync Software platform from Qualifacts Systems, LLC at a cost of $49,307 plus ongoing Support, Maintenance, and Hosting at $27 per license per month; and Authorize the Board of Supervisors Chair to Sign the Agreement.

InSync Healthcare Solutions, LLC (InSync) and the InSync software platform are now a part of Qualifacts Systems, LLC.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

Board of Supervisors approved Second Amendment to the agreement on February 2, 2022 through Resolution Number 2022-126.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:

The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY22-23 budget. There is no impact to the General Fund.

ATTACHMENTS:
First Amend. InSync TandC Wallsignatures (PDF)
SCF - InSync Platform - AddOn Products for County of Mariposa- September 9, 2022 v2 (PDF)
InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (PDF)
MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (PDF)
InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

QUALIFACTS™

RES. NO. 22-588

SERVICE CHANGE FORM

Customer Name:	County of Mariposa
Contact Name:	Randy Ridenhour
Address:	5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Phone Number:	(209) 742-0822
Email Address:	rridenhour@mariposacounty.org
Effective Date:	September 1, 2022
Platform:	InSync

This Service Change Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Change Form is made pursuant to, and is governed by, the Terms and Conditions between Vendor and Customer for the InSync platform available on Vendor's website (the "Agreement"). Defined terms used but not defined in this Service Change Form are as defined in the Agreement.

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

THE FOLLOWING PURCHASED PROVIDERS & MONTHLY RECURRING CHARGES ARE BEING ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
1.	InSync Core Software - Named Perpetual	September 1, 2022	TBD	Per Provider	16	$2,500.00	$40,000.00
						Total Purchased Licenses:	**$40,000.00**
Add-On Products:							
2.	InSync - EPCS	September 1, 2022	December 31, 2022	Per Prescriber	1	$0.00	$0.00
3.	InSync - eRx	September 1, 2022	December 31, 2022	Per Prescriber	1	$25.00	$25.00
4.	InSync Hosting - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
5.	InSync Maintenance - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
6.	InSync Support - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
7.	Telemedicine Module	September 1, 2022	December 31, 2022	Per Provider	20	$39.00	$780.00
						Total Monthly Charges:	**$1,237.00**

THE FOLLOWING ONE-TIME CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Invoice Date	Unit	Quantity	Sales Price	Total Price
8.	InSync - EPCS - Setup Fee	Upon Effective Date	Per Prescriber	1	$150.00	$150.00
9.	InSync Purchased License 1x Fee	Upon Effective Date	Per Provider	16	$495.00	$7,920.00
					Total One-Time Charges:		**$8,070.00**

Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Transactions or applicable products for that month. Invoicing will begin upon effective date and will be reflected on the next invoicing cycle if not otherwise noted in the product language.

The original or copies, including facsimile transmissions, of this SCF may be executed in counterparts, each of which shall be an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement.

Authorized representatives of the parties have executed this SCF, effective upon the last date below ("SCF Effective Date").

PRODUCT DESCRIPTIONS

1. **InSync Core Software - Named Perpetual** – Core Software is the web-based Electronic Health Record and Practice Management software, hosted and maintained by the Vendor for the Customer. The Customer is responsible for notifying the Vendor of any changes to active and inactive providers on a monthly basis. Should the Customer purchase any module and/or feature requiring unique Named User counts (e.g., eRx, EPCS, Telehealth, etc.), the Customer shall assume all responsibility for managing its Named User counts.

   Provider User fees are billed based on the total count of providers and clinical users documenting within the system. These users are defined as those administering or delivering direct patient care, or providers requiring a National Provider Identification (NPI) Number for payment or reimbursement. This typically includes, but is not limited to, the following: Physicians, Physician Assistants, Midwives, Nurse Practitioners, Registered Nurse, Nurse Anesthetists, Dentists, Denturists, Chiropractors, Clinical Social Workers, Psychologists, Psychiatrists, Physical Therapists, Occupational Therapist, Speech Language Pathologists/Therapist, etc.

   For purposes of this Term Sheet, the Vendor's normal support business hours are Monday through Friday, 7:30 AM – 7:00 PM Eastern time. "Customer Training" is defined by options outlined later in this document within the Project Plan if applicable.

2. **InSync – EPCS** – Vendor allows the prescriber to prescribe EPCS (Electronic Prescription for Controlled Substance) drugs. EPCS provider should have been DEA certified. As a part of regulatory requirement, EPCS module needs 2-factor authentication for the prescribers to electronically prescribe controlled substance.

   Vendor supports 2 types of tokens for 2-factor authentication: Hard Token and Soft Token (Authy app).

   - 1st level authentication can be completed through an online identity verification process which requires hard token for ID proofing.
   - 2nd level authentication can be completed through soft token (authy app) via mobile phone (iOS and Android).
   - A key fob is available for purchase at a cost of $50.00. Replacement key fobs are subject to the $50.00 purchase fee. Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100.00 Identity Proofing fee payable directly to Exostar.

3. **InSync – eRx** — Vendor's eRx module allows providers to prescribe medications for their patients. Vendor has developed its own in-house module that allows practices to prescribe medications for their patients/consumers.

   Patient/Consumer hand-outs in eighteen (18) languages and comprehensive doctor's drug reference from GSDD.Allergy, Drug and Pregnancy interaction review from GSDD. Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid. RxHub: managed care interface for all-doctor drug history and electronic mail-order. Below are the key features that Vendor offers with the eRx module.

   - Full integrated drug database
   - Drug-Drug Interactions, Drug-Allergy Interactions, Drug-Disease Interactions, Food Caution
   - Electronic transmitting drug to pharmacies
   - Ability to transmit generic medications
   - Drug Benefit Card
   - Coverage details based on patient's eligibility
   - Medications History – Rx History & PDMP History
   - Electronic Prior Authorization
   - NCPDP Formulary
   - Ability to receive refill requests from pharmacy
   - Pharmacy change requests
   - Schedule medications

4. **InSync Hosting - Monthly** – Core Software monthly hosting fee for purchased licenses.

5. **InSync Maintenance - Monthly** – Core Software monthly maintenance fee for purchased licenses.

6. **InSync Support - Monthly** – Core Software monthly support fee for purchased licenses.

7. **Telemedicine Module** – Vendor offers an integrated telehealth solution as an add on service per provider. We partner with Zoom for HIPAA compliant video/telehealth services. It includes access to group sessions and a waiting room.

8. **InSync – EPCS – Setup Fee** - One-Time setup fee per Prescriber for EPCS.

9. **InSync Purchased License 1x Fee –** One-Time setup fee for Provider purchased license.

COUNTY OF MARIPOSA

By: Rosemarie Smallcombe

Print: Rosemarie Smallcombe

Title: Board Chair

Date: 10-31-22

QUALIFACTS SYSTEMS, LLC

By:

Print: JEROME LANIER

Title: CEO

Date: 10/18/22

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-126

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Second Amendment - InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to an Agreement with InSync Healthcare Solutions, LLC to Increase the Amount Not to Exceed $266,147; Include an Additional Twelve (12) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY21-22 budget. There is no impact to the General Fund.

REF ID# 12617

ATTACHMENTS:
First Amend. InSync TandC Wallsignatures (PDF)
InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (PDF)
MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

PM/EMR Software & Services Term Sheet (12 Additional Providers)

Number of Providers:	12	Practice Legal Name:	Mariposa County Behavioral Health
		Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	02/09/2022
		Price Validity:	90 Days
TOTAL NUMBER OF PROVIDERS:	12	1st 3rd Party Invoice date:	02/01/2022

Client Initials RS

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Cost			$42,312	
Total Upfront License Costs			$39,504	
License Cost $2,500 Per Provider			$30,000	
Set Up and Configuration $495 per Provider			$5,940	
Annual Support $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Maintenance $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Hosting $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Telehealth License Cost (6 Annual Licenses from 10/01/2021-09/30/2022)			*$2,808*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Set Up and Configuration Of License	•	•	•	•
RCM (Medical Billing) Service				•

Support, Maintenance & Hosting Subscription

(For license purchase customers only - All included in first year of term and billed annually each year thereafter)

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	12	RS

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

• additional licenses will incur additional costs

• InSync can only recreate and deploy Assessment Tools such as the Patient Specific Functional Score if the publishers of the Assessment Tool give written permission to InSync. At times, publishers may give free permission but at other times they can also require a fee per user that would most likely be passed over to our users. There is no guarantee that a publisher will give permission for InSync to recreate these Assessment Tools within the EHR so InSync cannot assure that these will be recreated and deployed within the InSync EHR.

Client Initials RS

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	0	
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	0	
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.25		
E-Statements This service requires office to capture valid email addresses for statements to be sent electronically. If email address is invalid, office needs to send paper statement manually.	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions)	**Per minute (phone)**	$0.14	0	
One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per text** **Per email**	$0.14 $0.07		
	Initial setup fee of $95	$95		
ASAM Form	**Per provider/year**	$24	0	
ASAM 6 Dimensions of Care. First year included in total upfront cost.				
Unlimited Telemedicine Integration (Powered By Zoom)	**Per provider/month**	$39	6	
Unlimited telemedicine visits.				
Scanner with Insurance Card & Driver's License OCR Integration	**Per scanner**	$1,095	0	
(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)	Additional charges:			
Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee. **Scanner only available for Windows Devices	Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$95 $45		

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import				
Option A Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
		Included	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • ***This option includes up to 50 GB of data storage. Anything over 50 GB will incur an additional cost of $5 per GB per month.*** ****NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
Additional GB Cost Estimation: Information provided by practice.		$5 per GB over 50 GB	0	
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Client Registration API Website Link Link established on client website for patient registration.			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ***Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
Scribe Service	**Ask for quote**			

Comments:

This agreement serves to add 12 additional provider licenses to be used by Mariposa County Behavioral Health at their discretion.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	**Mariposa County Behavioral Health**
DBA:	**Mariposa County Behavioral Health**
Address:	**5360 Lemee Lane**
City, State, Zip:	**Mariposa, CA, 95338**
Phone:	**209-742-0821**
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	**Lynn Rumfelt**

Authorized Signature: 69A6C7C3D88 Rosemarie Smallcombe ZorroSign

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: Rosemarie Smallcombe

Title: Board Chair

Date: 02/22/2022

Approved as to Legal Form: 69A6C7C3D5D Steven W. Dahlem ZorroSign

Steve W. Dahlem, County Counsel

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	973-404-9289
Fax:	732-200-3308
Sales Person:	Tony Spino

By: 69A6C7C3D99 Roland Therriault ZorroSign

Name:

Title:

Effective Date: 03/01/2022

Client Initials

Payment Options: Please Select one of the below payment options

Option 1:
I have Payment Information for the account already on file and wish to use that method for payment of this term sheet

Option 2:
I would like to receive an invoice via email for this purchase so that I may submit payment via InSyncHCS.com. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that failure to submit payment within 14 days could result in licenses being deactivated

Option 3:
I would like to be sent an invoice via email so that I may mail a check for payment. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that I will incur a $10 dollar check processing fee, and that if payment is not received within 14 days, licenses may be deactivated

Option 4:
I will provide payment information below to be used on a ONE TIME basis to pay for the full amount of this term sheet

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: □ Checking □ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: □ Visa □ Master Card □ American Express Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.043

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-740

MEETING: December 22, 2020

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: PM/EMR Software and ServicesTerm Sheet- InSync Healthcare Solutions, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve PM/EMR Software and Services Term Sheet from InSync Healthcare Solutions, LLC to Increase the Amount by $30,760 for a New Amount Not to Exceed $223,835; Include an Additional Ten (10) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Term Sheet.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020. After approval of First Amendment, InSync Healthcare Solutions determined that the Term Sheet pertaining to the First Amendment required signature as well.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution 2020-698.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Term Sheet is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, Whole Person Care, Health, and Mental Health Services

Resolution - Action Requested 2020-740

Act) based on number of staff assigned to each unit and is incorporated in the FY20-21 budget. There is no impact to the General Fund.

ATTACHMENTS:
First Amendment - InSynch Agreement Res No. 2020 698 (PDF)
InSync Term Sheet 10 Additional Providers (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials KC

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	2	KC
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Estimated numbers of monthly claims batches based on data supplied by customer			0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	2	KC
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
Estimated numbers of eligibility monthly batches based on data supplied by customer			0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE**: This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.28		
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per minute (phone)** **Per text** **Per email**	$0.14 $0.14 $0.07	0	
	Initial setup fee of $95	$95		
ASAM Form ASAM 6 Dimensions of Care. First year included in total upfront cost.	**Per provider/year**	$24	0	
Unlimited Telemedicine Integration (Powered By Zoom) Unlimited telemedicine visits.	**Per provider/month**	$39	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$1,095 $95 $45	0	

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY	Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0 Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0 Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0 Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0 Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import				
Option A Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	0	
******NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

Comments:

This agreement serves to add 10 total licenses, 2 of which are in use currently and an additional 8 to be used by the practice at a later date.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Authorized Signature: Kevin Cann

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Practice Legal Name:	**Mariposa County Behavioral Health**
DBA:	**Mariposa County Behavioral Health**
Address:	**5360 Lemee Lane**
City, State, Zip:	**Mariposa, CA, 95338**
Phone:	**209-742-0821**
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	**Lynn Rumfelt**

Name: Kevin Cann

Title: Chair

Date:

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	813-563-8130
Fax:	732-200-3308
Sales Person:	Tony Spino

By:

Name: Robert Herrera II

Title: President + EVP of Sales

Effective Date: 1/20/2021

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. Client Initials: ____

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check Client Initials: KC

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: ☐ Checking ☐ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: ☐ Visa ☐ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.02

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-692

MEETING: December 10, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with InSync Healthcare Solutions, LLC to Provide Electronic Health Record Information System software, technical support and all pay sources claiming services to Behavioral Health in an Amount Not to Exceed $190,835 for purchase of Software and Setup plus $2,746 per month "3rd Party Fees", plus $1,323 per month "Support, Maintenance, Hosting;" Approve the InSync Terms and Conditions Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement with InSync. InSync will replace our previous EHR vendor, Kings View. These services are necessary to efficiently manage our client records and claiming processes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Behavioral Health would be without vital support for its claiming and clinical documentation software. An alternate contractor could be sought, or Behavioral Health could attempt to provide qualified IT and other staff to duplicate InSync's services. Behavioral Health would be at a loss to provide such technical services for the near term, and costs would likely exceed the InSync agreement costs.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, Whole Person Care, Health, and Mental Health Services

Resolution - Action Requested 2019-692

Act) based on number of staff assigned to each unit and is incorporated in the FY19-20 budget. There is no impact to the General Fund.

ATTACHMENTS:
InSync Proposal - Purchase - Mariposa County 11.22 - Upfront - Comments Added(PDF)
InSync Terms and Conditions Signed (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 19-692

PM/EMR Software & Services Term Sheet

Number of Providers:	29	Customer Name (Legal Entity Name):	Mariposa County Behavioral Health
Number of Case Managers:	20	Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	11/22/2019
		Price Validity:	12/31/2019
TOTAL NUMBER OF PROVIDERS:	49	1st 3rd Party Invoice date:	2/1/2019

Client Initials

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Costs			$190,835	
3rd Party Fees			*$2,746*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Implementation & Project Management	10 Hours	10 Hours	20 Hours	20 Hours
RCM (Medical Billing) Service				•
	License Purchase	License Purchase	License Purchase	License Purchase
Software Maintenance & Standard Updates	Year 1 Included	Year 1 Included	Year 1 Included	Included
Customer Support (Toll-free phone, email, web)	Year 1 Included	Year 1 Included	Year 1 Included	Included
Hosting	Year 1 Included	Year 1 Included	Year 1 Included	Included

Support, Maintenance & Hosting Fees

*(For license purchase customers only – **All included in first year of term** and billed annually in advance each year thereafter)*

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	49	

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials MSM

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	49	MSM
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check **Unlimited** monthly transactions per Provider NPI	**Per provider NPI/month**	$29	49	MSM
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx) Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order	**Per provider/month**	$25	4	MSM
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx) Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE:** This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.	**Per provider/1 time setup**	$150	4	MSM
Outsourced Patient Statement Submission Paper statements Monthly minimum of $20 applies.	**Per statement fee (1st pg)**	$0.94	0	
	Each additional page	$0.28		
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services	**Per minute (phone)**	$0.14	1	MSM
	Per text	$0.14		
	Per email	$0.07		
	Initial setup fee of $95	$95		
Telemedicine Integration	**Per minute**	$0.10	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner**	$1,095	1	MSM
	Additional charges:			
	Initial setup fee of $95/scanner	$95		MSM
	$45 shipping/handling	$45		MSM
	$149/scanner annual maintenance & support fee			

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	4	Days	MSW
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	20	Days	MSW
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	6	Trips	MSW
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	20	Hours	MSW

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import				
Option A Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	1	MSW
***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Lab/ Imaging/ Radiology Integration **Upon Lab/ Imaging/ Radiology Company Approval* Electronically send lab orders and receive results with the ability to interface with over 50 labs across the country, including LabCorp and Quest Diagnostics; Auto-delivery reduces need for faxing, scanning and uploading attachments		Request activation	0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

Comments:

Based on the current provider count, InSync will not increase Support, Maintenance and Hosting by more than 5% in a given year.

InSync has committed to employ, as soon as possible, a dedicated resource to stay up to date with California mental health behavioral health and substance abuse regulations.

Authorized Signature: MS Mene

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Customer Legal Name:	County of Mariposa
Address:	
City, State, Zip:	
Phone:	
Fax:	
Email	
Contact Name:	

Name: MILES MENETREY

Title: Chair of Board

Date: Dec 13 2019

InSync Healthcare Solutions, LLC

Address:	Insync Healthcare Solutions, LLC 8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	813-563-8130
Fax:	732-200-3308
Sales Person:	Matt Lewis

By:

Name:

Title:

Effective Date:

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. **Client Initials** ☐

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check **Client Initials** ☐

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: ☐ Checking ☐ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: ☐ Visa ☐ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: ____

IMPORTANT- READ CAREFULLY: USE OF THE EMR/PM SERVICES AND ONLINE SYSTEM OF INSYNC HEALTHCARE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INSYNC HCS") IS CONDITIONED UPON THE COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE PRACTICE AND ITS USERS, AS DEFINED HEREIN. THESE TERMS APPLY TO ALL EXISTING CUSTOMERS OF INSYNC HCS AND SHALL SUPERSEDE ANY TERMS AND CONDITIONS PREVIOUSLY ACCEPTED BY THE EXISTING CUSTOMERS OF INSYNC HCS.

DEFINITIONS

"Agreement" refers to these Terms and Conditions, which are incorporated into the INSYNC HCS Software and Services Term Sheet.

"EMR/PM Services" means the electronic medical record/practice management services offered by INSYNC HCS.

"EMR/PM Value Added Services" means certain third party applications, or third party services, offered by INSYNC HCS to Provider to enhance the EMR/PM Services.

"INSYNC HCS Support" means the support helpline for the Practice and Users. Requests for support will be given a case number to track the request for assistance. The phone number is 1-877-246-8684 and email is emrsupport@insynchcs.

"INSYNC HCS System" means the web based INSYNC HCS software and online system.

"Practice" means the healthcare practice that executed the INSYNC HCS Software and Services Term Sheet which incorporates these Terms and Conditions by reference, and the Users. The Practice is specifically referred to as Customer within the INSYNC HCS Software and Services Term Sheet.

"Protected Health Information" ("PHI") shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that

INSYNC HCS creates, receives, maintains or transmits from or on behalf of Practice.

"Provider" means any healthcare professional or individual who is recognized under HIPAA as administering or delivering direct patient care and who CMS identifies as requiring a National Provider Identification (NPI) number for payment or reimbursement. This typically includes (but is not limited to): physicians, physician assistants, midwives, nurse practitioners, nurse anesthetists, dentists, denturists, chiropractors, clinical social workers, psychologists, psychiatrists, physical therapists, athletic trainers.

"Required by Law" shall have the meaning given to such term at 45 C.F.R. §164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

"User(s)" means the Providers, Employees, Contractors and other Agents of a Practice who have been authorized by the Practice to use the EMR/PM Services and INSYNC HCS System.

TERMS AND CONDITIONS

These Terms and Conditions are part of and fully incorporated by reference into the INSYNC HCS Software and Services Term Sheet (the "INSYNC HCS Term Sheet") that has separately been agreed to by the Practice and INSYNC HCS ("INSYNC").

INSYNC HCS and the Practice will each be known as a "Party" and will collectively be known as the "Parties". In the event of a conflict between the terms of the INSYNC HCS Term Sheet and this Agreement, the terms of this Agreement shall control.

INSYNC HCS provides electronic medical record services ("EMR/PM Services") through its web based INSYNC HCS online system ("INSYNC HCS System").

BY REQUESTING PERMISSION (OR CONTINUED PERMISSION) TO ACCESS AND/OR USE THE INSYNC HCS SYSTEM AND/OR

THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY THESE TERMS AND CONDITIONS.

INSYNC HCS RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT THE PRACTICE HAS ACTUALLY REVIEWED THEM. IF THE PRACTICE DOES NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, THE PRACTICE SHOULD NOT AND IS EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS THE INSYNC HCS SYSTEMS AND/OR USE THE INSYNC HCS SERVICES.

1. INSYNC HCS Services.

1.1 EMR/PM Services are provided directly by INSYNC HCS.

1.2 INSYNC HCS may offer the Practice the ability to purchase EMR/PM Value Added Services. In addition, INSYNC HCS or select third party providers (through the EMR/PM Services) may offer links to other websites, resources, third party applications or services which the Practice may purchase. INSYNC HCS does not provide any warranties with respect to any such EMR/PM Value Added Services whether or not such EMR/PM Value Added Services are offered or designated by INSYNC HCS as "certified," "approved," "recommended" or otherwise. Any purchase by a Practice of any EMR/PM Value Added Services is solely between the Practice and the applicable third party.

1.3 INSYNC HCS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any EMR/PM Value Added Services that the Practice may purchase or connect to through the EMR/PM Services, or any descriptions, promises or other information related to the foregoing. If the Practice orders or enables an EMR/PM Value Added Service for use with the EMR/PM Services, the Practice agrees that INSYNC HCS may allow such third party providers to access the Practice's

data or information as required for the interoperation of such EMR/PM Value Added Services with the EMR/PM Services, and any exchange of data or other interaction between Practice and a third party provider is solely between the Practice and such third party provider. INSYNC HCS shall not be responsible for any disclosure, modification or deletion of data or information resulting from any such access provided to EMR/PM Value Added Services. No purchase of EMR/PM Value Added Services is required to use the EMR/PM Services.

1.4 The EMR/PM Services being provided by INSYNC HCS primarily consist of the sale of a software product license to the Practice. As such, INSYNC HCS shall not be responsible in any manner for providing training services to the Practice or any of its employees, contractors, or Providers as related to the billing, collection, or adjustments for any medical services provided by the Practice to its patients. This includes but is not limited to INSYNC HCS not having any responsibility for the Practice's workload, including charting. It is the sole responsibility of the Practice to ensure that its billing staff has the adequate training for billing the Practice's medical services and INSYNC HCS shall have no responsibility in this regard unless the Practice has specifically hired INSYNC HCS to provide RCM Services pursuant to the executed Term Sheet between the Practice and INSYNC HCS.

1.5 Under no circumstances, shall InSync HCS be held responsible or liable for any amounts of prescription medication prescribed by either the Practice or any Provider whether such prescribed amount is over or under the limits set by either the DEA or the Practice. The Practice and any Provider shall be solely responsible and liable for any amounts they prescribe and InSync HCS expressly disclaims all liability in this regard as InSync HCS has no control over the amounts which are prescribed by the Practice or any Provider. It should be noted by the Practice that the Suboxone Patient Count Tracker is used as a tool to help prevent over prescription of medication but does not explicitly prevent the Practice or any Provider from prescribing amounts of prescription medicines which are over DEA limits or limits set by the Practice.

2. The Practice's Responsibilities.

2.1 The Practice is responsible for notifying INSYNC HCS of the number of Providers within the Practice. The Practice must notify INSYNC HCS within five (5) days of a Provider leaving the Practice or a new Provider joining the Practice by calling INSYNC HCS Support. The Practice will not be able to add or delete a Provider without contacting INSYNC HCS Support and providing the name of the Provider to be deleted or added.

2.2 The Practice is bound by the terms and conditions of this Agreement, the Business Associate Agreement, and the INSYNC HCS Term Sheet. It is the Practice's responsibility to ensure that each User has reviewed this Agreement and understands the applicable terms and conditions.

2.3 Periodically, INSYNC HCS may incorporate product updates and new releases with respect to the software of the INSYNC HCS Systems. All product updates and new releases shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the INSYNC HCS Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the INSYNC HCS Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS System and/or the INSYNC HCS Services or to run new releases, versions or updates of the Software. The Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE.

2.4 If INSYNC HCS offers additional, optional services to the Practice during the term of this Agreement, the Practice may be required to provide certain information either to INSYNC HCS or

certain third parties in connection with some services that may be offered.

3. Compensation.

3.1 The Practice will pay all applicable fees, costs and charges (the "EMR/PM Fees") associated with the EMR/PM Services and such EMR/PM Fees will be in accordance with the INSYNC HCS Term Sheet. EMR/PM Fees will consist of upfront fees for implementation as well as monthly fees for the EMR/PM Services and EMR/PM Value Added Services.

3.2 The Practice agrees that all EMR/PM Fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account, charged to a credit card or paid by check. **FOR BANK DEBIT OR CREDIT CARD PAYMENT, THE PRACTICE HEREBY AUTHORIZES INSYNC HCS TO DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY THE PRACTICE IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN.** INSYNC HCS shall charge the Practice's bank debit or credit card the upfront EMR/PM Fees for implementation at the time the Practice executes the INSYNC HCS Term Sheet. INSYNC HCS shall charge the Practice's bank debit or credit card the monthly EMR/PM Fees on or around the first business day of each month during the term of this Agreement. The Practice may be assessed additional fees and costs if the Practice's bank debit or credit card are declined for any reason.

3.3 For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice's in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice's executed INSYNC HCS Term Sheet. Such invoice shall be due and payable by the Practice within twenty (20) days of the date thereof. Invoices not paid when due shall accrue late payment charges from the day on which payment was due until the day on which it is paid. Late payment

charges shall be computed as the lesser of the rate of one and half percent (1.5%) per month calculated on a daily basis or the highest rate allowed by law. The Practice may be assessed additional fees and costs if Practices check is returned due to insufficient funds.

3.4 INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice are overdue beyond thirty (30) days and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice's access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees.

THE PRACTICE HAS NO RIGHT TO THE REFUND OF ANY EMR/PM FEES PAID TO INSYNC HCS AS RELATED TO EMR/PM SERVICES OR EMR/PM VALUE ADDED SERVICES PROVIDED UNDER THIS AGREEMENT.

3.5 If the Practice has financed the purchase of the INSYNC HCS EMR/PM License through an INSYNC HCS approved lending partner, INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to the lending partner are overdue beyond sixty (60) days and until such as the Practice is current on its account with lending partner.

3.6 INSYNC HCS reserves the right to increase the EMR/PM Fees as listed on the INSYNC HCS Term Sheet after the Practice's first year term. After the Practice's first year term, if INSYNC HCS increases the EMR/PM Fees by a sum greater than five percent (5%) per year, the Practice shall have the ability to terminate this Agreement and the EMR/PM Services. If the Practice wishes to terminate this Agreement and the EMR/PM Services due to an applicable fee increase it must provide written notice of termination within thirty (30) days of receiving the EMR/PM Fee increase notice. If the Practice fails to provide timely notice, it waives the right to terminate due to a fee increase.

3.7 Since a portion of the Practice's EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice's activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If INSYNC HCS wishes to audit a Practice, INSYNC HCS is responsible for all costs associated with the audit, unless the audit indicates a shortage of 5 percent (5%) or more between the total EMR/PM Fees the Practice paid to INSYNC HCS during the twelve (12) months prior to the audit compared to the total EMR/PM Fees the Practice should have paid to INSYNC HCS during the twelve (12) months prior to the audit. If there such a shortage, the Practice can be required to pay for all fees and costs associated with the audit. If an audit indicates a shortage, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

4. Term and Termination.

4.1 The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be one (1) year from the Effective Date, terminable without cause at the end of the first year by either Party to this Agreement upon ninety (90) days prior written notice, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than ninety (90) days prior to the end of the then-current term.

4.2 Either Party may terminate this Agreement immediately for cause without liability or penalty of any kind in the event of the material breach or default of any of the terms or provisions of this Agreement by the other Party, provided that such breach or default is not cured within thirty (30) days after written notice thereof. However, the cure period shall be ten (10) days in the event of the Practice's failure to pay EMR/PM Fees owed as provided in Section 3.

4.3 In the event of any legislative or regulatory change or determination, whether federal or state, which has or would prior to

the end of the Term have a material adverse impact on INSYNC HCS' ability to provide the Practice with EMR/PM Services, as determined by INSYNC HCS, this Agreement may be terminated by INSYNC HCS without liability or penalty with sixty (60) days notice to the Practice.

4.4 Upon the occurrence of any of the following events, INSYNC HCS shall have the right, at its option, to terminate this Agreement for cause immediately without liability or penalty of any kind:

4.4.1 The Practice repeatedly fails to compensate INSYNC HCS in a timely manner and in accordance with the terms of this Agreement or repeatedly fails to cooperate with INSYNC HCS and/or perform the responsibilities set forth in this Agreement.

4.4.2 The Practice, or any User violates Section 5 of this Agreement.

4.4.3 If voluntary or involuntary bankruptcy, receivership, insolvency, dissolution, or assignment of assets for the benefit of creditors proceedings are commenced against the Practice and is not dismissed within sixty (60) days.

4.4.4 If any right of the Practice under this Agreement is subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency

4.4.5 If information given by the Practice with respect to its size, type, specialty, or configuration is substantially inaccurate or incomplete.

4.5 In the event that the Practice terminates this Agreement prior to the end of the current term and termination is not made pursuant to Sections 3.5, 4.2, 4.3, or 4.6 (collectively the "Exempt Sections"), the Parties agree that the actual damages likely to result from termination are difficult to estimate and difficult for INSYNC HCS to prove. The Parties agree that in the event of early termination by the Practice except pursuant to an Exempt Section, the Practice agrees to pay INSYNC HCS an Early Termination Fee equal to the higher of 1.5 times the total of the monthly EMR/PM Fees to be paid by the Practice for the remaining months left in the current term; or the average monthly EMR/PM Fees paid during the preceding six months times

the remaining months left in the current term. The Parties intend that the Early Termination Fee serve as Liquidated Damages to compensate INSYNC HCS for the Practice's early termination, and the Parties do not intend for it to serve as punishment for any such breach by the Practice.

4.6 The Practice may terminate this Agreement and use of the INSYNC HCS Services if any revision by INSYNC HCS to these Terms and Conditions materially and adversely affect the services that the Practice receives, provided that the Practice give such notice within ten (10) days after the Practice is first informed of such revision, determined by the date on which the first User for the Practice accesses the INSYNC HCS System.

4.7 Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration.

5. INSYNC HCS Systems Access: License Grant

5.1 Access to the INSYNC HCS Systems is provided solely to facilitate access to the EMR/PM Services in connection with the Practice's business operations. The Practice's license to access the INSYNC HCS Systems is on a limited, revocable, non-exclusive, non-transferable basis only during the term of this Agreement. Practice agrees that it will access the INSYNC HCS Systems only to use the INSYNC HCS EMR/PM Services for its own internal use in accordance with the terms and conditions of this Agreement.

5.2 The Practice will not : (i) access or use the INSYNC HCS Systems except through its own authorized Users acting within the scope of their service to the Practice; (ii) use the INSYNC HCS Systems or any part thereof for any purpose other than for accessing and using the INSYNC HCS EMR/PM Services in accordance with this Agreement; (iii) sell, resell, transfer, sublicense, rent, lease, convey, encumber, copy, modify, distribute, publish, exhibit, transmit,

provide access to, or provide use of the INSYNC HCS System to any third party (other than its own authorized Users acting within the scope of their service to the Practice) nor use it or allow it to be used in any public system, public electronic bulletin board, or multiple computer or user arrangement or network that includes access by any third party (other than its own authorized Users acting within the scope of their service to the Practice); (iv) translate, convert to another programming language, decompile, derive specifications from, reverse engineer, reverse compile, record, disassemble or create derivative works based on the INSYNC HCS Systems for any purpose; (v) export the EMR/PM Software outside of the United States of America or make use of the EMR/PM Software at any location other than the geographic area(s) identified by the Practice as the Practice's office location(s) when purchasing the INSYNC HCS Services or as such other location(s) as INSYNC HCS consents to such use; (vi) use the INSYNC HCS Systems in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vii) use the INSYNC HCS Systems or the EMR/PM Services for any unlawful purpose or to mislead or to harass anyone; (viii) violate or attempt to violate the security of the INSYNC HCS Systems or any INSYNC HCS server, database or network infrastructure, including but not limited to, by: (a) accessing data not intended for Practice; (b) logging into an account Practice is not authorized to access, (c) testing, "hacking", scanning or probing the INSYNC HCS Systems to identify or detect any vulnerabilities, or (d) attempting to interfere with other users' use of the INSYNC HCS Systems.

5.3 Use of or access to the INSYNC HCS Systems and the EMR/PM Services not in accordance with this Agreement is strictly prohibited. Permission to access or use the INSYNC HCS System and/or the INSYNC HCS Services may be limited or suspended immediately in INSYNC HCS's discretion if this Section 5 is violated.

6. INSYNC HCS Copyright.

6.1 Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the

terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media.

6.2 All the content, design and supporting documentation of the INSYNC HCS Systems is protected by United States copyright laws and international treaty provisions. Provider may not copy the written materials, images, trademarks, and/or logos set forth within or accompanying the INSYNC HCS Systems without INSYNC HCS's prior written authorization. The Provider will not remove, change or deface any copyright notice or proprietary markings in or on any part of the INSYNC HCS Systems. The Provider acknowledges that the content and design of the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services contain trade secrets proprietary to INSYNC HCS, the American Medical Association, and such other third party licensors incorporated into the INSYNC HCS EMR/PM Services and that the loss of such trade secret status would cause irreparable damage to INSYNC HCS for which monetary damages may not adequately compensate either INSYNC HCS, the American Medical Association, or such other third party licensors incorporated into the INSYNC HCS EMR/PM Services. The Provider agrees to take at least the same precautions to maintain the confidentiality of this information as it does with respect to its own proprietary information, but in no case shall such precautions be less than those considered objectively reasonable in light of the nature of such information

7. Data Disclaimer. The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM

Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice's reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice's own risk.

8. Registration and Practice Contact

8.1 The Practice agrees in order to access and/or use the INSYNC HCS Systems and/or the EMR/PM Services, the Practice has in the past provided, or upon activation will provide, email and facsimile contact information to enable INSYNC HCS to communicate with the Practice concerning the INSYNC HCS EMR/PM Services currently being provided to the Practice, together with marketing communications concerning other products and services offered by INSYNC HCS from time to time.

The Practice's acceptance of this Agreement and any continued access of the INSYNC HCS Systems and/or use of the INSYNC HCS EMR/PM Services constitutes the Practice's retroactive and prospective express consent to any such email and/or facsimile communications from INSYNC HCS; provided, however, the Practice may at any time "opt-out" of receiving future email and/or facsimile marketing communications from INSYNC HCS on any or all facsimile numbers or email addresses by contacting INSYNC HCS at 888-499-5465 or faxing an opt-out request to INSYNC HCS at 10 Lanidex Plaza West, 2nd Floor, Parsippany, NJ 07054 or emailing an opt-out request to info@insychcs.com. Failure by INSYNC HCS to comply with an opt-out request within thirty (30) days is unlawful and subject to penalty.

In the event that the Practice is already accessing and/or using the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services, the Practice, on behalf of itself and its Users, principals, shareholders, members, owners, directors, , hereby unconditionally and absolutely waives, releases and discharges

any and all suits, causes of action and claims of any type that the Practice may have, known or unknown, arising from or related to any and all past marketing communications to the Practice and any and all alleged violations of (i) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof; (ii) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or (iii) any other state or federal ordinance, regulation or statute relating to communicating, distributing, publishing, sending or transmitting of content, information or material. The Practice acknowledges and agrees that such waiver and release is a material consideration for its continued access to and use of the INSYNC HCS Systems and/or the INSYNC HCS EMR/PM Services and this provision is to be read to afford INSYNC HCS the broadest protection permitted by law.

9. **Independent Contractor.** Neither INSYNC HCS nor any person performing services hereunder shall be deemed by this Agreement an agent or employee of Practice. The services hereunder of INSYNC HCS and its employees and/or others shall be those of an independent contractor. It is further understood that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other obligation or like relationship between the Parties.

10. **Access to Records; Disclosure of Records.** The Parties to this Agreement, until the expiration of seven (7) years subsequent to the furnishing of Services under this Agreement, shall make available upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. In the event that either Party, or its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the Party subject to the request shall notify in writing, to the extent permitted by law, the other Party of the nature and scope of such request and shall make available, to the

extent permitted by law, to the other Party, upon request, all such books, documents or records. The provisions of this paragraph shall survive the termination of this Agreement.

11. Compliance with Law and Corporate Compliance Programs. If the performance by either Party of any provision of this Agreement is or becomes in the future a violation of any statute or regulation or otherwise is deemed illegal, the provision(s) of this Agreement affected thereby shall be amended to remove the terms that are in violation of laws or regulations so that both Parties are in compliance with applicable laws and regulations.

12. Indemnification.

12.1 THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.2 THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM

ARISES FROM INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.3 THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13. Warranties.

13.1 INSYNC HCS warrants that: (i) no contractual obligations exist that would prevent INSYNC HCS from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to EMR/PM Services and INSYNC HCS's System.

13.2 INSYNC HCS further warrants that in the event of an error or omission caused directly by INSYNC HCS, INSYNC HCS will use reasonable efforts to attempt to timely correct the error or omission. The Practice shall use its reasonable efforts to timely report errors or omissions to INSYNC HCS Support.

13.3 The Practice represents and warrants that: (i) no contractual obligations exist that would prevent the Practice from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements and these Terms and Conditions applicable to its use of EMR/PM Services and the INSYNC HCS System, and its operations as a healthcare provider.

13.4 THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE'S OR A PROVIDER'S REQUIREMENTS OR THAT THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-

FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER'S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS'S EXPRESS PRIOR WRITTEN CONSENT.

14. Limitation of Liability.

14.1 IN NO EVENT SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS' AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, INTEREST,

COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE PRACTICE TO INSYNC HCS IN THE NINE (9) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. HOWEVER, IN NO EVENT SHALL INSYNC HCS'S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS ($1,000.00).

14.2 APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH WITHIN THIS AGREEMENT; THUS, THE LIMITATION OF LIABILITY AND WARRANTIES MAY NOT APPLY TO PRACTICE'S LOCATED WITHIN THOSE JURISDICTIONS. NONETHELESS IF ANY PART OF THIS LIMITATION ON LIABILITY OR WARRANTIES ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF INSYNC HCS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TWO THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00).

14.3 INSYNC HCS shall have no liability for any claim that the INSYNC HCS Systems or the EMR/PM Services violate or infringe upon the rights of any third party under a trademark, copyright or patent or allege trademark copyright or patent, if such claim is based upon (i) the combination, operation or use of the INSYNC HCS Systems or EMR/PM Services with software not supplied by INSYNC HCS, (ii) any alteration or modification of the INSYNC HCS Systems or (iii) INSYNC HCS's compliance with any of the Practice's request to modify or redesign the EMR/PM Software.

14.4 The Practice acknowledges that INSYNC HCS has not authorized any person to issue or make representations or warranties on behalf of INSYNC HCS in connection with INSYNC HCS's access to or use of the INSYNC HCS Systems and/or INSYNC HCS Services other than those expressly set forth in (i) this Agreement and (ii) the written materials provided by INSYNC HCS describing the capabilities

and functions of the INSYNC HCS System and/or the INSYNC HCS EMR/PM Services.

15. **Assignment, Benefit.** This Agreement may not be assigned by the Practice without the prior written consent of INSYNC HCS, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer of this Agreement by the Practice to a third party hereto in violation hereof shall be null and void. INSYNC HCS shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of INSYNC HCS without the Practice's written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.

16. **Updates.** During the term of this Agreement, INSYNC HCS may incorporate product updates and new releases with respect to the INSYNC HCS System on a periodic basis. All product updates and new releases that are available to the Practice shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the EMR/PM Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the EMR/PM Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS Systems and/or the EMR/PM Services or to run new releases, versions or updates of the Software. Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE. If INSYNC HCS offers additional, optional services to Practice during the term of this Agreement, Practice may

be required to provide certain information either to INSYNC HCS or certain third parties in connection with some of the services that may be offered.

17. **Reliance.** The Practice is not relying on any statements or representations concerning the INSYNC HCS Systems or the EMR/PM Services made to Practice, other than those contained herein and in the written materials furnished to it by INSYNC HCS.

18. **Attorney-In-Fact.** The Practice hereby appoints INSYNC HCS as its attorney-in-fact for the limited purpose of using the information given by the Practice to deliver the INSYNC HCS EMR/PM Services.

19. **Business Associate Agreement.** In recognition of the sensitive nature of the information exchanged in the providing of EMR/PM Services and associated with the INSYNC HCS System, the Practice agrees to the following Business Associate Agreement terms:

19.1 In connection with providing services or products to Practice, INSYNC HCS may, on the Practice's behalf, access, use, create and/or disclose Protected Health Information.

19.2 The Parties intend to protect the privacy and provide for the security of PHI disclosed to INSYNC HCS pursuant to the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and which security regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), as amended by the Health information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as each are amended by the related final regulations dated January 25, 2013 promulgated by the Secretary (the "HIPAA Final Rule").

19.3 OBLIGATIONS AND ACTIVITIES OF INSYNC HCS.

19.3.1 Uses and Disclosures of PHI Pursuant to the EMR/PM Services. INSYNC HCS will not access, use and/or disclose PHI other than as permitted or required by this Agreement or as required by Law.

19.3.2 Permitted Uses and Disclosures. INSYNC HCS may only use and disclose PHI created or received pursuant to these Terms and Conditions as follows:

(a) To carry out the purposes of this Agreement and Provide EMR/PM Services. INSYNC HCS may access, use and/or disclose PHI as necessary to perform its obligations under this Agreement and providing EMR/PM Services, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Practice and provided further that all other uses and disclosures not authorized by these Terms and Conditions or other agreements with or written instructions from the Practice, are prohibited.

(b) Use for Management and Administration. INSYNC HCS may use PHI for the proper management and administration of INSYNC HCS, or to carry out the legal responsibilities of INSYNC HCS.

(c) Disclosure for Management and Administration. INSYNC HCS may disclose PHI for the proper management and administration of INSYNC HCS or to carry out the legal responsibilities of INSYNC HCS if (i) the disclosure is Required by Law or (ii) INSYNC HCS (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person agrees to notify INSYNC HCS in writing of any instances of which it becomes aware in which the confidentiality and security of the PHI is breached.

(d) Required by Law. INSYNC HCS may use or disclose PHI that is in its possession as required by Law.

(e) De-Identification of PHI. INSYNC HCS may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. §164.514(b). De-identified information does not constitute PHI and is not subject to the terms of this Agreement. In such situations where INSYNC HCS is de-identifying data, INSYNC HCS will also comply with any further limitations on uses and disclosures agreed to by the Practice provided that such agreed upon limitations have been communicated to INSYNC HCS in writing.

(f) Data Aggregation and Analysis Activities. INSYNC HCS may provide Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

19.3.3 Appropriate Safeguards. INSYNC HCS will implement appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by this Agreement.

19.3.4 HIPAA Transaction Standards. INSYNC HCS will comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of PHI in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA. INSYNC HCS shall comply with modifications to applicable HIPAA standards and requirements which become effective from time to time.

19.3.5 Reporting of Improper Use or Disclosure, Security Incident or Breach. INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in no event later than twenty (20) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that

Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

19.3.6 Access to PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to the Practice pursuant to 45 C.F.R. §164.524 within fifteen (15) business days of INSYNC HCS's receipt of a written request from the Practice; provided, however, that INSYNC HCS is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by the Practice. If an Individual makes a request for access pursuant to 45 C.F.R. §164.524 directly to INSYNC HCS, or inquires about his or her right to access, INSYNC HCS shall direct the Individual to the Practice.

19.3.7 Amendment of PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to Practice for amendment pursuant to 45 C.F.R. §164.526 within twenty (20) business days of INSYNC HCS's receipt of a written request from the Practice. If an individual submits a written request for amendment pursuant to 45 C.F.R. §164.526 directly to INSYNC HCS, or inquires about his or her right to amendment, INSYNC HCS shall direct the Individual to the Practice.

19.3.8 Documentation of Disclosures. INSYNC HCS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. INSYNC HCS shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

19.3.9 Accounting of Disclosures. INSYNC HCS agrees to provide to the Practice, within twenty (20) business days of INSYNC HCS's

receipt of a written request from the Practice, information collected in accordance with the "Documentation of Disclosures" Section of this Agreement to permit the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. §164.528 directly to INSYNC HCS, or inquires about his or her right to an accounting of disclosures of PHI, INSYNC HCS shall direct the Individual to the Practice.

19.3.10 Performance of the Practice Obligations. To the extent INSYNC HCS is carrying out any of the Practice's obligations under the Privacy Rule pursuant to the terms of this Agreement or other agreements with or written instructions from the Practice, INSYNC HCS shall comply with the requirements of the Privacy Rule that apply to the Practice in the performance of such obligation(s).

19.3.11 Governmental Access to Records. INSYNC HCS will make its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Practice or the Secretary, for purposes of determining the Practice's compliance with the Privacy Rule.

19.3.12 INSYNC HCS's Agents. In accordance with 45 C.F.R. §164.502(e)(1)(i) and 45 C.F.R. §164.308(b)(2), as applicable, INSYNC HCS shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of INSYNC HCS for services provided to the Practice, providing that the agent agrees to restrictions and conditions that are no less protective of privacy and security than those that apply through this Agreement to INSYNC HCS with respect to such PHI.

19.3.13 Minimum Necessary. INSYNC HCS shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. §164.514(d), and any amendments thereto.

19.4 OBLIGATIONS OF COVERED ENTITY

19.4.1 Consents and Authorizations. The Practice represents that it has obtained or will obtain all consents or authorizations that may be required by the Privacy Rule and applicable state law prior to furnishing INSYNC HCS the PHI.

19.4.2 Notice of Privacy the Practices. The Practice shall notify INSYNC HCS of any limitation(s) in the notice of privacy practices of the Practice under 45 C.F.R. §164.520, to the extent that such limitation may affect INSYNC HCS's use or disclosure of PHI. If requested by INSYNC HCS, the Practice shall provide INSYNC HCS with the Notice of Privacy the Practices that the Practice produces in accordance with 45 C.F.R. §164.520.

19.4.3 Notification of Changes Regarding Individual Permission. The Practice shall notify INSYNC HCS in writing promptly, but in no event later than two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect INSYNC HCS's use or disclosure of PHI.

19.4.4 Notification of Restrictions on the Use of Disclosure of PHI. The Practice shall notify INSYNC HCS in writing of any restriction on the use or disclosure of PHI that the Practice has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may impact in any manner the use or disclosure of PHI by INSYNC HCS under this Agreement or other agreements with or written instructions from the Practice.

19.4.5 Permissible Requests by the Practice. The Practice shall not request INSYNC HCS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Practice.

19.5 TERM AND TERMINATION

19.5.1 Effect of Termination.

(a) Upon termination of this Agreement for any reason, INSYNC HCS shall return or destroy all PHI received from the Practice, or created or received by INSYNC HCS on behalf of the Practice, and shall retain no copies of the PHI.

(b) If it is infeasible for INSYNC HCS to return or destroy the PHI upon termination of this Agreement, INSYNC HCS shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as INSYNC HCS maintains such PHI.

19.6 MISCELLANEOUS

Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on the Security Rule and the Privacy Rule and its related regulations issued by the Secretary of Health and Human Services from time to time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Security Rule and the Privacy Rule. In the event of inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over INSYNC HCS or the Practice, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of INSYNC HCS or the Practice that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

20. Notices. Any notices or other communications provided for in this Agreement shall be in writing and shall be deemed given for all purposes when either served personally or mailed by certified or registered mail, return receipt requested, postage prepaid or by overnight courier and addressed to the respective Party at its last known address. All notices to INSYNC HCS shall also be emailed to its legal counsel at notices@hunterbusinesslaw.com.

21. Further Assurances. Upon the request of either Party to the other, each Party will take such other action and execute and deliver to the other Party such instruments or documents as may be

reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.

22. **Nonwaiver.** The failure of either Party to insist on strict performance of any of the covenants or conditions of the Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by INSYNC HCS or the Practice of any act or thing which INSYNC HCS or the Practice is not obligated to do hereunder shall not be deemed to impose any obligation upon INSYNC HCS or the Practice to do any similar act or thing in the future or in any way change or alter any of the provisions of this Agreement.

23. **Confidentiality.** In as much as INSYNC HCS qualifies as a "Business Associate" and the Practice qualifies as a "Covered Entity" as defined in 45 C.F.R. 160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, by requesting permission to access and use the INSYNC HCS System and the INSYNC HCS EMR/PM Services, the Practice agrees to the Business Associate Agreement terms provided in Section 19 as mandated under HIPAA for such agreements, and as may be amended pursuant to Section 19 hereof.

24. **Modifications.** IN THE EVENT INSYNC HCS MODIFIES ANY TERM OR CONDITION OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET, SUCH MODIFICATION SHALL ONLY BE EFFECTIVE IF SIGNED BY THE CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL FOR INSYNC HCS. **NO OTHER EMPLOYEE OR OFFICER OF INSYNC HCS SHALL HAVE THE AUTHORITY TO MODIFY A TERM OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET.** IF THESE TERMS AND CONDITIONS ARE MODIFIED AND THE MODIFIED TERMS AND CONDITIONS ARE POSTED BY ONLINE BY INSYNC HCS, THEN THE PRACTICE MAY ASSUME THE MODIFIED TERMS AND CONDITIONS ARE

EFFECTIVE AND NO SIGNATURE OF AN INSYNC OFFICE IS REQUIRED.

25. **Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement as long as the primary intent and purpose of this Agreement is not materially affected.

26. **Entire Agreement.** This Agreement, the executed INSYNC HCS Term Sheet, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.

27. **Headings.** The headings or captions of the paragraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

28. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation in Tampa, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required in the event INSYNC HCS brings an action against the Practice for unpaid Services Fees or other unpaid fees.

29. **Governing Law & Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida without reference to its principles of conflict of laws. The Practice expressly agrees that any legal action or proceeding between INSYNC HCS and the Practice for any purpose concerning or related to this Agreement, the EMR/PM Services, the EMR/PM Value Added Services, or the

INSYNC HCS EMR/PM System, or the parties' obligations hereunder shall be brought exclusively in a court of record for Hillsborough County, Florida or the United States District Court for the Middle District of Florida – Tampa division. Practice hereby agrees to consent to personal jurisdiction of the state and federal courts situated within State of Florida for purposes of enforcing this Agreement, and waive any objection that Practice might have to personal jurisdiction or venue in those courts. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.

30. **Compliance with Dispute Resolution and Venue**. In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 28 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place; or in the event either Party files any cause of action or legal proceeding in a court of law against the other Party in a court of law other than a court of law identified in Section 29 of this Agreement, the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

31. **Injunctive Relief.** Notwithstanding the provisions of Section 28, the Practice agrees that violations of Sections 5, 6, and 23 will cause INSYNC HCS irreparable and immediate harm and that INSYNC HCS is entitled to seek immediate injunctive relief from a court of competent jurisdiction to prevent such violation.

32. **US. Government Rights.** INSYNC HCS Systems and INSYNC HCS EMR/PM Services include commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation (collectively, "Commercial Software/Data"), as applicable which were developed exclusively at private expense by INSYNC HCS. Additionally, the INSYNC HCS System and the INSYNC HCS Services, specifically EMR and PM, may include Commercial Software/Data, including CPT® code which is commercial technical data, which was developed exclusively at private expense by the American Medical Association,

330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.

IN ORDER TO HAVE ACCESS TO (OR CONTINUED ACCESS TO) AND USE OF (OR CONTINUED USE OF) THE INSYNC HCS SYSTEMS AND INSYNC HCS EMR/PM SERVICES, YOU MUST CHECK THE ACCEPT BOX BELOW. BY DOING SO, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PRACTICE REGISTERED UNDER THIS LOG-IN ID. FAILURE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVENT YOU FROM ACCESSING OR USING THE INSYNC HCS SYSTEM OR INSYNC HCS EMR/PM SERVICES. ANY ATTEMPT TO DO SO WITHOUT AGREEING TO THESE TERMS AND CONDITIONS IS EXPRESSLY PROHIBITED AND IS VIOLATIVE OF APPLICABLE LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2019.

COUNTY OF MARIPOSA

Miles Menetrey, Chair

Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche

Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem

County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Paul Koubek and Gary Wuchner; Re-Appoint Roger Soulanille and Gale Banks on the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Paul Koubek and Gary Wuchner; Re-Appoint Roger Soulanille and Gale Banks on the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2026.

Koubek is not seeking re-appointment to this committee.

Wuchner is unable to serve on this committee.

Both Soulanille and Banks are seeking re-appointment to this committee.

With this action there will be five vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Koubek was appointed on June 02, 2020.

Wuchner was appointed on August 24, 2021.

Soulanille was appointed on February 18, 2003.

Banks was appointed on February 8, 2000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize community members for their service to the County.
If members are not re-appointed, this would result in vacancies which could cause a lack of quorum for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240305 Paul Koubek email**
2. **240312 Redact Application - Roger Soulanille**
3. **240315 Gary Wuchner Resignition Email**
4. **240318 Wawona vacancies 5**
5. **240319 Gale Banks Redact App**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

From: Paul Koubek
To: Carol Suggs
Cc: Sophea Craighead
Subject: Re: Wawona PAC
Date: Tuesday, March 5, 2024 8:31:56 AM
Attachments: image001.png
image002.png

You don't often get email from paulkoubek@gmail.com. Learn why this is important

Hi Carol,

I will respectfully decline to take on another term with the Wawona Town Planning Advisory Committee.

Thank you for your note,
Paul Koubek

On Tue, Mar 5, 2024 at 9:45 AM Carol Suggs <csuggs@mariposacounty.org> wrote:

> Your term with the Wawona Town Planning Advisory Committee expired at the end of February.
>
> Supervisor Smallcombe has requested that we reach out to you as she would like you to continue to serve on this committee.
>
> Regulations from the Clerk of the Board's office is that those who are seeking re-appointment need to complete and application (see links below).
>
> Application form is located here: https://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=
>
> Or you can complete online: https://www.mariposacounty.org/forms.aspx?fid=91&anon=1
>
> **Carol Suggs| Executive Assistant**
>
> Mariposa County Planning Department
>
> 5100 Bullion Street | P.O. Box 2039 | Mariposa, CA 95338

Main: (209) 966-5151 | Direct: (209) 742-1224 | Fax (209) 742-5024

csuggs@mariposacounty.org

RECEIVED

MAR 11 2024

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Wawona Town Planning Advisory Committee

Supervisorial District in which you Reside: 1

Length of Residency in the County: Property ownership since 1980

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Roger

Last Name:
Soulanille

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
YES

Employment Status: Self Employed

Employer's Name:
Not Applicable

Employer's Address:
Not Applicable

Day Telephone Number:

Celi Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
As a property owner in Wawona since 1980 and as a visitor since 1964, I am concerned about the ownership rights of non-govermental property owners and their relationship with the National Park System. An amicable, symbiotic relationship is desired.

Please list prior/current appointments to other Boards/Commissions/Committees:
Have not had any other appointments. Have been a WTPAC member for many years. Previously served as the treasurer of the Wawona Area Property Owners Association and later the treasurer of the Wawona Area Private Property Owners Advocates.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

My qualifications are twenty nine years of financial and supervisory experiences that included field bulk credit control, management of a large credit card department in Chicago and finally the credit card Planning and Analysis manager position at the home office of the Atlantic Refining Company (ARCO) in Los Angeles. To that add my WAPPOA and WTPAC experiences in Wawona.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	When meetings are scheduled.	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: March 4, 2024 Signature: Roger H. Soulsville

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

> On Mar 15, 2024, at 5:41 PM, Gary Wuchner <gpwuchner@gmail.com> wrote:
>
> Hi Rosemarie…Please thank Carol Suggs for her note about re-applying to the committee. I appreciate your endorsement, but in fairness to the community and the committee I cannot re-join at this point.
>
> I was planning to re-apply, however due to a yet another medical issue, this time with Jennifer, I cannot even attend the April meeting. It has been that kind of year for her. It's not a serious issue now, but one that has required multiple elbow surgeries and return trips to Palo Alto. We are in Palo Alto today and received the word today that she will need to be at Stanford on April 5.
>
> Thank you.
> Gary Wuchner
>
>
>
>
>
>
> Sent from my iPad

Mariposa County
Planning Department

Steve Engfer
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF VACANCIES ON THE

WAWONA TOWN PLANNING ADVISORY COMMITTEE

Five (5) vacancies currently exist on the Wawona Town Planning Advisory Committee.

The purpose of the committee to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years and expire on the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of the Wawona Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the:

Clerk of the Board
P. O. Box 784
Mariposa, CA 95338

Posting Locations for this notice:
Wawona Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Re-notice Date: 3/18/24 Deadline for Submission: Until Filled

Request Type:	Committee Application	Request Location:	
Request ID Number:	1068		
Date Submitted:	3/12/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 8:52:59 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/12/2024 12:43:20 PM (anonymous)	Your Request ID Number is 1068. **Name of Board, Commission or Committee for which you are applying** Wawona Town Planning Advisory Committee **First Name** Gale **Last Name** Banks **Supervisorial District in which you Reside** 1 **Length of your Residency in the county** 20 years + **Mailing Address** **Email Address:** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Employed full time **Employer's Name** Banks Power **Employer's Address** **Day Telephone Number** **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** Supervisor wishes me to remain on this committee and I believe it's important to the future of the Wawona community and it's relationship with the Park Service. **Please list prior/current appointments to other Boards/Commissions/Committees** I've served on this committee for more than 10 years **List any information regarding experience, training and/or education that you feel qualifies you for this position** I've successfully negotiated contracts with the Federal Government since 1975. **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?** No **If Yes, please explain** No **Please attach your Resume** No file was uploaded **Please attach Supplemental questions, if any.** No file was uploaded **Time(s) you have available to attend meetings (days, evening, etc.)** Anytime will work for me **Do you have transportation?** Yes **PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.**

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
not checked

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Art Baggett on the Merced River Trail Community Working Group

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RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Art Baggett on the Merced River Trail Community Working Group.

Baggett is unable to serve on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically recognizes the service of committee members.

Baggett was appointed on September 10, 2019.

With this action there will be four vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240315 Art Baggett Resignition Email**
2. **240318 SPECIAL Vacancy Notice 4**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

From: Danielle Bondshu
To: Samuel Cerveny; Jean Dordan; Sophea Craighead; Carol Suggs; Steve Engfer
Cc: Rosemarie Smallcombe
Subject: Fw: Resignations
Date: Friday, March 15, 2024 5:30:12 PM
Attachments: Outlook-yttrmhy4.png
Outlook-yd3pvsu5.png

Please see the resignation from Mr. Baggett below.

Please prepare the acceptance of resignation for the committees below and prepare the vacancy notices.

If you have any questions or need assistance, please let me know.

Respectfully,

Danielle Bondshu
Clerk of the Board
209-742-1249

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

From: Art Baggett <baggett.art@gmail.com>
Sent: Friday, March 15, 2024 9:05 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Fwd: Resignations

---------- Forwarded message ---------
From: **Art Baggett** <baggett.art@gmail.com>
Date: Fri, Mar 15, 2024 at 8:51 AM
Subject: Resignations
To: <dbondshu@mariposacounty.org>

Danielle,

I was recently appointed by Governor Newsom to the Central Valley Regional Water Quality

Control Board which is a fairly time consuming commitment. Therefore I feel it necessary to submit my resignation as a member of the Mariposa County Water Agency Advisory Board and the Merced River Trail Committee. I will remain on the county Planning Commission.

I have enjoyed my work on both the above committees but won't have the time necessary to be an active participant.

Thank you.

Very truly yours

Art Baggett

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF FOUR (4) SPECIAL VACANCIES ON THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

The vacancies are for unexpired terms ending on February 28, 2025 and February 28, 2026.

Qualified candidates shall represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the

recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: There are four (4) vacancies that currently exist on the Merced River Trail Community Working Group (MRTCWG), Two (2) are to fill remaining terms, that will expire February 28, 2025 and February 28, 2026, and two (2) are for a three (3) year term.

Persons interested in serving on the working group must apply to: **Clerk of The Board, Danielle Bondshu PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Office** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Hannah Harrison, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-1343; email: hharrison@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning
El Portal Post Office
www.mariposacounty.org/planning

Posted: 03/18/24 Deadline for submission: Open until filled.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint Caroline McGrath, Candy O'Donel-Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee with Terms Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Caroline McGrath, Candy O'Donel-Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee with Terms Expiring February 28, 2026.

McGrath, O'Donel-Browne, Collins and Huppe are seeking re-appointment to this committee.

With this action there are no vacancies on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

McGrath was appointed on May 11, 2021.
O'Donel-Browne was appointed on September 23, 2003.
Collins was appointed on January 21, 2020.
Huppe was appointed on April 5, 2016.

It is customary for the Board of Supervisors to Appoint or Re-Appooint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not re-appointed, this would result in vacancies which could cause a lack of quorum for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240319 Caroline McGrath Redact App**
2. **240312 Re-dact Application - Candy O'Donel- Browne**
3. **240319 Eileen Collins Redact App**
4. **240319 Heather Huppe Redact App**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Request Type:	Committee Application	Request Location:	
Request ID Number:	1056		
Date Submitted:	3/4/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 9:13:52 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/4/2024 4:45:48 PM (anonymous)	Your Request ID Number is 1056. **Name of Board, Commission or Committee for which you are applying** Midpines Planning Advisory Committee **First Name** Caroline **Last Name** McGrath **Supervisorial District in which you Reside** 1 **Length of your Residency in the county** 27 years **Mailing Address** **Email Address:** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Hotel, Restaurant manager/owner **Employer's Name** Yosemite Bug LLC **Employer's Address** 6979a Highway 140 Midpines, CA 95345 **Day Telephone Number** ext 103 **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** I live in the area and I have a business in the area and planning issues matter to me. **Please list prior/current appointments to other Boards/Commissions/Committees** **List any information regarding experience, training and/or education that you feel qualifies you for this position** **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?** No **If Yes, please explain** **Please attach your Resume** No file was uploaded **Please attach Supplemental questions, if any.** No file was uploaded **Time(s) you have available to attend meetings (days, evening, etc.)** Some Evenings, some days **Do you have transportation?** Yes **PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.** **By checking the "I agree" box below, you agree and acknowledge that:** **1) your application will not be signed in the sense of a traditional paper**

document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

RECEIVED
MAR 11 2021
BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Midpines Planning

Supervisorial District in which you Reside: District 1

Length of Residency in the County: 35 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Candy

Last Name:
O'Donel-Browne

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: Retired

Employer's Name:
N/A

Employer's Address:
N/A

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I'VE BEEN A MEMBER OF THIS COMMITTEE FOR OVER A QUARTER OF A CENTURY AND AM FAMILIAR WITH THE ISSUES.

Please list prior/current appointments to other Boards/Commissions/Committees:
Vice Chair Commission on Aging; President, ACT Holding Inc.; Secretary, Alliance for Community Transformations; Board member, Secretary, Yosemite Gateway Partners; Yosemite Mariposa County Tourism Board; YARTS Advisory Board; Board member,
(AND MORE THAN WILL FIT HERE)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I've served on this board since before the millennial, and have been familiar with the issues it faces for a long time. We are just finishing the draft of the Midpines Community Plan which has been in the works for many years.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
No	Wednesday evenings at 6 pm	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: MARCH 6, 2024 Signature:

CANDY O'DONNEL-BROWNE

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Request Type:	Committee Application	Request Location:	
Request ID Number:	1058		
Date Submitted:	3/5/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 9:12:55 AM		
		Submitter Information:	PO Box 161
Priority:	Normal		
Assigned To:	Unassigned		
			Phone: (none specified)
			Email:

Date/Person	Comments
3/5/2024 4:38:14 AM (anonymous)	Your Request ID Number is 1058.

Name of Board, Commission or Committee for which you are applying Midpines Planning Advisory Committee
First Name Eileen
Last Name Collins
Supervisorial District in which you Reside 1
Length of your Residency in the county 45 years
Mailing Address
Email Address:
Preferred Contact Method Home Phone
Are you Over 18 Years of Age Yes
Employment Status Retired
Employer's Name
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee I live in District 1 and wish to continue serving on the Midpines PAC
Please list prior/current appointments to other Boards/Commissions/Committees Grand Jury, Code Compliance and Midpines PAC
List any information regarding experience, training and/or education that you feel qualifies you for this position 20 years with the County and 45 years living in District 1
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No
If Yes, please explain
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded
Time(s) you have available to attend meetings (days, evening, etc.) Day or Evenings
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper

document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Request Type:	Committee Application	Request Location:	
Request ID Number:	1069		
Date Submitted:	3/12/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 8:51:45 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/12/2024 8:11:57 PM (anonymous)	Your Request ID Number is 1069. **Name of Board, Commission or Committee for which you are applying** Midpines Planning Advisory Committee **First Name** Heather **Last Name** Huppe **Supervisorial District in which you Reside** 1 **Length of your Residency in the county** 9 years **Mailing Address** **Email Address:** **Preferred Contact Method** Home Phone **Are you Over 18 Years of Age** Yes **Employment Status** Part-time Contractor **Employer's Name** USAID **Employer's Address** **Day Telephone Number** **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** I have lived in Midpines since 2015 and I am very interested in ensuring that it continues to be a great place to live **Please list prior/current appointments to other Boards/Commissions/Committees** I have been a member of the MPAC for several years, likely since 2017. I am not active on any other boards or commissions. **List any information regarding experience, training and/or education that you feel qualifies you for this position** I have 25 years of experience in designing, implementing and evaluating natural resource management and international development projects. I worked in Yosemite for 3 years coordinating the Visitor Use Impact Monitoring program. **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?** No **If Yes, please explain** **Please attach your Resume** Huppe_CV--updated 11.23.doc **Please attach Supplemental questions, if any.** **Time(s) you have available to attend meetings (days, evening, etc.)** I am generally available in the evenings except when I travel. I can provide ample warning of my travel plans. **Do you have transportation?** Yes **PLEASE NOTE that once submitted, this document becomes a public record**

and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Accept Resignation and Recognize the Service of Nancy Cordero on the Code Compliance Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Nancy Cordero on the Code Compliance Advisory Committee.

Cordero does not want to serve on this committee.

With this action there will be two vacancies on this committee which is being advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board typically recognizes the service of committee members.

Cordero was appointed on February 13, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240315 CCAC Vacancy Notice 2**
2. **Nancy Cordero Resignition Email_Redacted**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County

STEVE ENGFER
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

SPECIAL NOTICE OF TWO (2) VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There are two (2) vacancies that currently exist on the Code Compliance Advisory Committee (CCAC), both are to fill terms expiring the last day of February, 2026.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board, PO Box 784, Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 3/15/24 ~ Leave posted until notified.

From: Colleen Rhodes
To: Sophea Craighead
Subject: Fwd: March 13th meeting
Date: Thursday, March 14, 2024 4:12:39 PM

Begin forwarded message:

From: Nancy Cordero [redacted]
Subject: March 13th meeting
Date: March 11, 2024 at 7:18:50 AM PDT
To: CCAC Chair

Good Morning Coleen,

I will not be attending the March 13th meeting or any other meeting as a member of the CC.
This is not usually my responsible approach to serving on a committee, but this committee cannot move forward and progress unless the staff problem is solved. I don't see that happening, therefore i am resigning.
I wish you the best of luck and success in the future.

Thank you

Nancy Cordero
Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2026.

Rhodes has expressed interest in continuing to serve on this committee.

With this action there will be two vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Rhodes was appointed on February 23, 2021.

It is customary for the Board of Supervisors to Appoint or Re-Appoint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not re-appointed, this would result in vacancies which could cause a lack of quorum for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **231117 Coulterville Vacancy 2**
2. **240327 James Rhodes Redact Application**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County

Steve Engfer
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCIES ON THE COULTERVILLE PLANNING ADVISORY COMMITTEE

(2) Vacancies exist on the Coulterville Planning Advisory Committee.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. They address issues that are important to the area and recommend policies for the Community.

The terms of these appointments are for two (2) years and expire the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of Coulterville.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on line:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the Clerk of the Board, Daniel Bondshu, by mail at P. O. Box 784, Mariposa, CA 95338, (209)966-3222 or email dbondshu@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa Courthouse
Mariposa County Clerk
Mariposa County Library
Coulterville Post Office
www.mariposacounty.org/planning

RE-Posting Date: 11/17/23 Deadline for Submission: **Open Until Filled**

RECEIVED

MAR 27 2024

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Coulterville Planning Advisory Board

Supervisorial District in which you Reside: 2

Length of Residency in the County: 3+ years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
James

Last Name:
Rhodes

Mailing Address:

Email Address:
j

Are you Over 18 Years of Age:
by a lot yes

Employment Status: Retired

Employer's Name:
USAF ret.; Pacific Tel-ret.

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I am applying for re-appointment, my term expired.

Please list prior/current appointments to other Boards/Commissions/Committees:
This one; & the EDC of Mariposa County

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have a wide range of experience in this area including (decades ago) when I was an elected public official in another county; also during my two attachments to the State Department in Asia, we dealt with similiar issues and circumstances.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
on file	open	of course

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 3-21-24 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-138

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve Updated By-Laws of the Wawona Town Planning Advisory Committee (WTPAC)

RECOMMENDATION AND JUSTIFICATION

Approve Updated By-Laws of the Wawona Town Planning Advisory Committee (WTPAC)

At the WTPAC October 6, 2023, meeting, updated by-laws were reviewed and recommended for the Board of Supervisors to adopt. This action will supersede prior By-Laws and amendments (Resolution 2006-591; 2013-222).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The committee is established under the authority of Resolution No. 99-10; 98-197, Ordinance No. 973, and Section 2.50.100 of the Mariposa County Code.

Bylaws for WTPAC were initially adopted by Resolution 2006-591 on November 18, 2006 and amended by Resolution 2013-222 on June 4, 2013.

With the adoption of the Committee Policy, each committee was to update their by-laws to reflect changes and updates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the WTPAC will remain out of compliance with the committee policy.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **WT PAC Bylaws Draft 5 10-6-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Wawona Town Planning Advisory Committee

BYLAWS

Article 1 – Purpose and Authority

Section A – The committee is established under authority of **Resolution No. 99-10; 98-197**; **Ordinance No. 973** and Section 2.50.100 of Mariposa County Code.

Section B – Its purpose is to "Act as an advisory body to the Mariposa County Planning Commission and the Board of Supervisors for the purpose of implementing The Wawona Town Planning Area Specific Plan and developing updates to the Specific Plan and the MOU between the County and the NPS relative to Wawona as may be required from time to time. WTPAC's purpose in this regard includes participating in discussions between the County and the National Park Service (NPS) on all issues affecting private property in Wawona."

Section C – The Wawona Town Planning Advisory Committee (hereinafter referred to as "WT PAC" is advisory to the Planning Commission and the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D –The WT PAC is advisory to the Planning Department, Planning Commission and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The WT PAC is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The WT PAC is limited to 15 members in accordance with the establishing authority.

Section B – The WT PAC may recommend appointees to the Board of Supervisors.

Section C – Each term is for a period of two years.

Section D – If a member of the WT PAC is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Planning Department and the Clerk of the Board's Office of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, a Vice-Chairperson and a Secretary annually at its Fall meeting. The meeting schedule for the following year shall also be established at this meeting and the Annual Report required by County policy shall be reviewed and updated as may be necessary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

DRAFT

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the American's with Disabilities Act (A.D.A.), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the American's with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Planning Department at 209-966-5151.

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all WT PAC meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Robert's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-139

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

On March 5th, 2024, the Board approved an agreement with WRT to design and engineer public access enhancements along the Mariposa Creek Parkway. This project is funded by a grant from the California Natural Resources Agency. The final design will include additional trails, a picnic area, and creek access points on the east side of the creek in Phase 2. The design will be sensitive to the ecological constraints and flooding potential of the area. The grant is also funding riparian restoration activities in Phases 1 and 2 of the Mariposa Creek Parkway.

This amendment to the agreement with WRT is to alter the Services, Budget, and Terms to reflect changes made to the grant project. These changes include removing the step-stone creek crossing element due to concerns over permitting costs and impacts on sensitive species. Also, the budget for design increased to accommodate a more complex and resilient design in response to the increase in flooding events along the creek. Finally, an indemnification provision was added by request from the contractor.

BACKGROUND AND HISTORY OF BOARD ACTIONS

March 28th, 2022: RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

September 9th, 2023: RES 2023-289 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

March 5th, 2024: RES 2024-83 Adopted a Formal Resolution Approving an Agreement with Wallace,

Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions and public access within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would delay the project's schedule.

FINANCIAL IMPACT

None. This project is fully funded by a grant from the California Natural Resources Agency.

ATTACHMENTS

1. **Amended Agreement**
2. **Resolution**
3. **Original Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING FOR THE MARIPOSA CREEK PARKWAY PHASE I AND II PUBLIC ACCESS ENHANCEMENTS AND RIPARIAN RESTORATION PROJECT

THIS FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING FOR THE MARIPOSA CREEK PARKWAY PHASE I AND II PUBLIC ACCESS ENHANCEMENTS AND RIPARIAN RESTORATION PROJECT, is made and entered into this 9th day of April 2024 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Wallace, Roberts, and Todd, LLC. , hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated March 5th, 2024, wherein Contractor agreed to design public access enhancements for the Mariposa Creek Parkway Phase I and II Public Access Enhancement and Riparian Restoration Project; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor, change the budget to accommodate the changes to the scope of work, and add an indemnification provision;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

Paragraph 2, "SERVICES," is hereby amended by:

- Decreasing "CEQA/Permitting" due to the removal of the "Stepstone Creek Crossing"
- Increasing "Design (PS&E)" due to the complexity of the project site from recent flooding and to create a more resilient design.

Paragraph 3, "COMPENSATION," is hereby amended according to Exhibit A "Amended Budget" to reflect the changes in Paragraph 2, "SERVICES".

Paragraph 6, "HOLD HARMLESS/INDEMNIFICATION," is hereby amended to state:

"To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions or intentional acts of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts. Contractor has no obligation to pay for any defense costs prior to a determination of liability."

Except as herein amended, the Agreement dated March 5th, 2024 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	John Gibbs , Principal WRT, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exibit A. Amended Budget

Pre-Construction // Non-Construction	Original Budget	Amended Budget
Grant Administration		
Project Management	$10,000	$10,000
Preliminary CEQA / Permitting		
CEQA / Permitting	$55,000	$14,615
Preliminary Engagement		
Engagement	$4,000	$4,000
Preliminary Design (PS&E)		
Design (PS&E)	$142,350	$182,735
Task Subtotal	**$211,350**	**$211,350**
Site Work		
Preliminary Invasive species removal		
Invasive species removal		
Site Grading		
Decomposed Granite Soft Trails		
Steel Edging		
Misc Materials (Gravel, Woodchips)		
Stepstone creek crossing		
Electrical & Lighting		
Preliminary Interpretive / Educational Exhibits & Signage		
Interpretive / Educational Exhibits & Signage	$3,000	$3,000
Funding Acknowledgement Sign		
Task Subtotal	**$3,000**	**$3,000**
Access Enhancements		
Benches		
Creek access point and seating area		
Trail kiosk		
Picnic Platforms / Tables		
Task Subtotal	**$0**	**$0**
Planting		
Canopy Tree		
Ornamental / Understory Tree		
Groundcover, grasses, perennials & riparian planting		
Hydroseed / Seed Mix		
Water Saving Irrigation Controls		
Parking Lot Enhancements (not including trees)		
Preliminary planting implementation labor		
Planting implementation labor		
preliminary success criteria & planting survivorship monitoring		
success criteria & planting survivorship monitoring		
Task Subtotal	**$0**	**$0**
Overall Subtotal	**$214,350**	**$214,350**
10% Design/Construction Contingency:		
Construction Management & Administration:	$20,000	$20,000
Total	**$234,350**	**$234,350**

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 24-___ APPROVE FIRST AMENDMENT TO AGREEMENT WITH WALLACE, ROBERTS, AND TODD LLC., ADJUSTING THE SERVICES, BUDGET, AND TERMS FOR LANDSCAPE DESIGN AND ENGINEERING FOR THE MARIPOSA CREEK PARKWAY PHASE I AND II PUBLIC ACCESS ENHANCEMENTS AND RIPARIAN RESTORATION PROJECT; AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AMENDMENT

WHEREAS, on January 28, 2020 the Local Transportation Commission adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan; and

WHEREAS, on March 22, 2022, the Board of Supervisors adopted Resolution 2022-192 to authorize the submittal of an application to the California Natural Resources Agency Riparian Restoration Grant Program (Urban Greening) to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway; and

WHEREAS, on September 12, 2023, the Board of Supervisors adopted Resolution 2023-489 accepting the Californian Natural Resource Agency's Urban Greening Grant funds; and

WHEREAS, on March 5, 2024, the Board of Supervisors adopted Resolution 2024-83 approving an agreement with Wallace, Roberts, and Todd, LLC in the amount of $234,350 for the design of the public access enhancements for the Mariposa Creek Parkway Phases I and II; and authorize the Board of Supervisors chair to sign the agreement and all future documents related to this grant project; and

WHEREAS, the grant funds will be used to design minor public access enhancements in the Phase II segment, including interpretive signage and other elements and supporting implementation of the Mariposa Creek Parkway Master Plan; and

WHEREAS, this First Amendment to the Agreement approved on March 5, 2024, reflects changes to the agreement's Services and Budget due to changes in the scope of the grant project, as well as, changes to the Agreement's Terms as requested by the

contractor.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the agreement with Wallace, Roberts, and Todd, LLC in the amount of $234,350 for design of public access enhancements along the Mariposa Creek Parkway; and authorizes the Board of Supervisors Chair to sign the agreement and all future documents related to this grant project.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 9th day of April 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

_____
Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-83

MEETING: March 5, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Formal Resolution Approving an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Formal Resolution Approving an Agreement with Wallace, Roberts, and Todd, LLC in the Amount of $234,350 for the Design of the Public Access Enhancements for the Mariposa Creek Parkway Phases I and II; and Authorize the Board of Supervisors Chair to Sign the Agreement and All Future Documents Related to this Grant Project (Subject to Approval as to Legal Form by County Counsel)

In March 2021, the Board approved the application to the California Natural Resources Agency (CNRA) Urban Greening grant program to design and engineer public access enhancements along the Mariposa Creek Parkway. The final design will include additional trails, a picnic area, and creek access points on the east side of the creek in Phase 2. The design will be sensitive to the ecological constraints and flooding potential of the area. WRT was hired through a competitive bidding process to oversee the permitting process for the public access enhancements in addition to design and engineering. The construction of this project will go out to bid once the design is complete.

This grant is also funding riparian restoration activities in Phases 1 and 2 of the Mariposa Creek Parkway.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

RES 2023-289 Adopted a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($911,850)

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions and public access within the project alignment, including:

DS
HH

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SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would affect our ability to complete the grant project in the proposed timeline.

FINANCIAL IMPACT

This contract is being paid in full by the Urban Greening Grant from the California Natural Resources Agency so there is no impact on the General Fund.

ATTACHMENTS

1. **Resolution**
2. **Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

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STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-83

APPROVE AN AGREEMENT WITH WALLACE, ROBERTS, AND TODD, LLC IN THE AMOUNT OF $234,350 FOR DESIGN OF PUBLIC ACCESS ENHANCEMENTS ALONG THE MARIPOSA CREEK PARKWAY; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT AND ALL FUTURE DOCUMENTS RELATED TO THIS GRANT PROJECT

WHEREAS, on January 28, 2020 the Local Transportation Commission adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan; and

WHEREAS, on March 22, 2022, the Board of Supervisors adopted Resolution 2022-192 to authorize the submittal of an application to the California Natural Resources Agency Riparian Restoration Grant Program (Urban Greening) to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway;

WHEREAS, on September 12, 2023, the Board of Supervisors adopted Resolution 2023-489 accepting the Californian Natural Resource Agency's Urban Greening Grant funds;

WHEREAS, the grant funds will be used to design minor public access enhancements in the Phase II segment, including interpretive signage and other elements and supporting implementation of the Mariposa Creek Parkway Master Plan;

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the agreement with Wallace, Roberts, and Todd, LLC in the amount of $234,350 for design of public access enhancements along the Mariposa Creek Parkway; and authorizes the Board of Supervisors Chair to sign the agreement and all future documents related to this grant project.

ON MOTION BY Supervisor Wayne Forsythe, seconded by Supervisor Danette Toso, this resolution is duly passed and adopted this 5th day of March 2024 by the following vote:

AYES: Menetrey, Smallcombe, Toso, Forsythe, Poe
NOES: None
EXCUSED: None
ABSTAIN: None

ATTEST:

Danielle Bondshu
Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

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AGREEMENT FOR LANDSCAPE DESIGN AND ENGINEERING

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of March 2024, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, LLC ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or January 1, 2026, whichever is earlier.

2. SERVICES

Contractor shall design public access enhancements as described in Exhibit A, "Proposal for Mariposa Creek Parkway Phase I and II Restoration and Public Access Enhancements," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the work described in the Scope of Work, including through subcontractors or agents, and shall be solely responsible for determining how to deliver designs for public access enhancements within the project budget provided in Exhibit A. The Parties acknowledge that the Scope of Work is intended to fulfill the Grant Agreement Number UG221-0 between the County and the California Natural Resources Agency.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $234,350, as described in Exhibit B, "Budget." Contractor shall submit invoices for services performed on a monthly or quarterly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental Quality Act. Contractor will assist in preparing materials for such permitting and environmental review and facilitate submittal of permitting and environmental review applications. County will

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be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

Contractor shall procure and maintain for the duration of the agreement commercially reasonable insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or employees (including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

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Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the 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 the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services

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under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

8. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

9. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

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obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
John Gibbs
WRT, LLC
478 Tehama St, Suite 2B
San Francisco, CA 94103
(303) 529-5820

COUNTY:
Hannah Harrison
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1343

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

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19. CAPTIONS

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

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

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section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

The County has secured funds for the Scope of Work from the California Natural Resources Agency, pursuant to Grant Agreement UG221-0 for this effort.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement UG221-0 the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted from the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

Countersign:

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

CONTRACTOR

DocuSigned by:
JOHN R GIBBS
28C80F476AA643E...

John Gibbs, Senior Associate
WRT, LLC

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416E06B394BF...

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint Heath Harris to the Housing Program Advisory Committee with a Term Expiring February 28, 2027

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Heath Harris to the Housing Program Advisory Committee with a Term Expiring February 28, 2027.

Harris has expressed interest in continuing to serve on this committee.

With this action there will be two vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Harris was appointed on February 2, 2021.

It is customary for the Board of Supervisors to appoint new committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not re-appointing or appointing these positions could result in a lack of quorums for the committee.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240319 Heath Harris Redact App**
2. **24320 Housing Vacancy notice 2**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Request Type:	Committee Application	Request Location:	
Request ID Number:	1072		
Date Submitted:	3/17/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 8:49:53 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/17/2024 1:37:35 PM (anonymous)	Your Request ID Number is 1072.

Name of Board, Commission or Committee for which you are applying Housing Program Advisory Committee
First Name Heath
Last Name Harris
Supervisorial District in which you Reside 4
Length of your Residency in the county 35+
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status Employed
Employer's Name Yosemite Falls Inc
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee I am currently on the board and asking for a extension
Please list prior/current appointments to other Boards/Commissions/Committees HPAC, MCUSD 7/11, Mariposa Fair Horse Show Com, Junior Livestock Auction Com
List any information regarding experience, training and/or education that you feel qualifies you for this position I run a family owned and operated construction company and also buy and sell real estate
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? Yes
If Yes, please explain Father in Law (Wayne Forysthe Supervisor)
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded
Time(s) you have available to attend meetings (days, evening, etc.) Current times already assigned
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:

1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Mariposa County

Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF 2 (TWO) VACANCIES ON THE HOUSING PROGRAMS ADVISORY COMMITTEE

2 (Two) Vacancies currently exist in each of the following categories on the Housing Programs Advisory Committee.

Members shall be included who have the following expertise:

- Knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless, or
- Direct knowledge of workforce housing issues and concerns, or
- Direct knowledge of the real estate and housing development industry in Mariposa County, or
- Representing the Mariposa County Economic Development Corporation.

Terms are for (3) three years, expiring on the last day of February.

We will be resuming meetings of the committee for 2023 to discuss the short-term rental study, code updates and to begin the work on the 2023-2029 Housing Element Update.

Additionally, the purpose of this committee is to:

- Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the Mariposa County Housing Element Program 2.1; and

- Valuate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers; and

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs; and

- Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs; and

- Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation; and

- Coordinate and collaborate with other public agencies, County Departments, County Committees and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and

- Identify, evaluate, recommend and facilitate the acquisition of grants and other funding to facilitate the development of housing for extremely low, very low, low, moderate and above moderate incomes and for populations with special housing needs.

Persons interested in serving on the Housing Programs Advisory Committee (HPAC) must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

Posted March 20, 2024 Leave Posted until positions filled

Posting Locations:

Mariposa County Clerk's Office
Mariposa County Courthouse
Mariposa County Planning Department
Mariposa County Library
Yosemite Valley Post Office
Midpines Post Office
Catheys Valley Post Office
Coulterville Post Office
Yosemite West Community Board
El Portal Post Office
Bootjack Store
Woodland Gas Food and Liquor
Fish Camp Post Office
Greeley Hill Community Club
Wawona Post Office
Hornitos Post Office
Lake Don Pedro Market
www.mariposacounty.org/planning

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint Greg Baxter, Margaret Rolfe, Jeff Cerioni and James Christian to the Fish Camp Town Planning Advisory Council with Terms Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Greg Baxter, Margaret Rolfe, Jeff Cerioni and James Christian to the Fish Camp Town Planning Advisory Council with Terms Expiring February 28, 2026.

Baxter, Rolfe, Cerioni and Christian have expressed interest in continuing to serve on this committee.

With this action there will be no vacancies on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Baxter was appointed on September 1, 2009.

Rolfe was appointed on April 7, 2020.

Cerioni was appointed on April 24, 1990.

Christian was appointed on April 5, 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not re-appointed, this would result in vacancies which could cause a lack of quorum for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240319 Greg Baxter Redact App**
2. **240319 Margaret Rolfe Redact App**
3. **240319 Jeff Cerioni Redact App**
4. **240320 FCPAC Vacancy 1**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Request Type:	Committee Application	Request Location:	
Request ID Number:	1059		
Date Submitted:	3/5/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 9:12:10 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/5/2024 8:27:50 AM (anonymous)	Your Request ID Number is 1059.

Name of Board, Commission or Committee for which you are applying Fish Camp Town Planning Advisory Council
First Name Greg
Last Name Baxter
Supervisorial District in which you Reside 1
Length of your Residency in the county California
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status employed
Employer's Name LPL
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee I own a cabin and I am interested in the community
Please list prior/current appointments to other Boards/Commissions/Committees Fish Camp Advisory Council
List any information regarding experience, training and/or education that you feel qualifies you for this position I have been on the Fish Camp Advisory council for many years
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No
If Yes, please explain
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded
Time(s) you have available to attend meetings (days, evening, etc.) Weekends in Fish Camp
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,

2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Request Type:	Committee Application	Request Location:	
Request ID Number:	1060		
Date Submitted:	3/5/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 9:11:11 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/5/2024 9:55:09 AM (anonymous)	Your Request ID Number is 1060.

Name of Board, Commission or Committee for which you are applying Fish Camp Town Planning Advisory Council
First Name Margaret
Last Name Rolfe
Supervisorial District in which you Reside 1
Length of your Residency in the county 6 years
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status Employed
Employer's Name Herring & Herring, APC
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee Assist in transmitting information between the council, Mariposa County, and my community.
Please list prior/current appointments to other Boards/Commissions/Committees CURRENT: I';ve been on the Fish Camp Town Planning Advisory Council since 2020, and have been acting as secretary. I';m on the board of directors for the California Plaza Business Owners Association since 2020, and have been acting as president. I';m on the Probate Attorneys of San Diego board of directors since 2017, and have been treasurer since 2020. PAST: Board of Directors and President of Boys and Girls Foundation (San Diego); Board of Directors of San Diego Lions Club (Host); Board of Trustees of San Diego Lions Club (Host).
List any information regarding experience, training and/or education that you feel qualifies you for this position See response to previous question. Additionally, I am a practicing attorney (under my maiden name), and have been acting as such since 1996.
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No
If Yes, please explain
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded

Time(s) you have available to attend meetings (days, evening, etc.) Any day/time with sufficient notice.
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Request Type:	Committee Application	Request Location:	
Request ID Number:	1063		
Date Submitted:	3/5/2024		
Date Closed:	(open)		
Date Printed:	3/19/2024 9:04:25 AM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
3/5/2024 2:06:24 PM (anonymous)	Your Request ID Number is 1063. **Name of Board, Commission or Committee for which you are applying** Fish Camp Town Planning Advisory Council **First Name** Jeff **Last Name** Cerioni **Supervisorial District in which you Reside** Not Applicable - Job Related **Length of your Residency in the county** Life **Mailing Address** **Email Address:** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** retired **Employer's Name** n/a **Employer's Address** n/a **Day Telephone Number** **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** To serve the residents of Fish Camp **Please list prior/current appointments to other Boards/Commissions/Committees** President Fish Camp Mutual Water Company **List any information regarding experience, training and/or education that you feel qualifies you for this position** I';ve been on the board for 30+ years and was appointed by Donn Harter and Robert Keller **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?** No **If Yes, please explain** **Please attach your Resume** No file was uploaded **Please attach Supplemental questions, if any.** No file was uploaded **Time(s) you have available to attend meetings (days, evening, etc.)** open **Do you have transportation?** Yes **PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.** **By checking the "I agree" box below, you agree and acknowledge that:** **1) your application will not be signed in the sense of a traditional paper**

document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE FISH CAMP TOWN PLANNING ADVISORY COUNCIL

A vacancy currently exists on the Fish Camp Town Planning Advisory Council.

The purpose of the Fish Camp Town Planning Advisory Council is to create and recommend policies for the Community of Fish Camp to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. Appointment terms are for two years. This appointment will be to fill an unexpired term which expires on February 28, 2026.

Members must be employed, reside, or own property within the geographic boundaries of Fish Camp Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: dbondshu@mariposacounty.org

Posting Locations for this notice:
Fish Camp Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 03/20/24 Deadline for Submission: Until Filled

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-140

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am.

The Mariposa Chamber of Commerce sponsors and insures the Butterfly Parade, which will proceed down Highway 140 through the town of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported the event for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee could cause a hardship on the sponsor.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Encroachment Permit24**
2. **Assemblage permit24**
3. **Flyer24**
4. **Insurance24**
5. **Letter to the Board24**
6. **Map24**
7. **Letter from CHP24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 2/14/24 Building Permit #: _____

APPLICANT: Mariposa County Chamber of Commerce

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Mainstreet/Highway 140 AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 5/4/24
   ☐ OTHER (EXPLAIN BELOW)

   Mariposa Butterfly Parade starts at 10am ends by 11:30am

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Attached.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Kari Kisela

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: Kari Kisela

MAILING ADDRESS: PO Box 425

Mariposa, Ca 95338

Butterfly Parade

APPLICATION FOR PUBLIC ASSEMBLAGE PERMIT

Pursuant to Mariposa County
Code Chapter 8.28

TO: Mariposa County Sheriff's Department

APPLICATION DATE: 2-14-24

SCHEDULED DATE OF EVENT: May 4, 2024 TIME: 10am - 11:30am

EXACT LOCATION OF EACH ACTIVITY: Downtown Mariposa Hwy 140, Coakley Circle

NUMBER OF PEOPLE ATTENDING: (Reasonable estimate): 1,500 - 5,000 people

BRIEF DESCRIPTION OF PLANNED ACTIVITY: (Include number and type of performance, events, names of well-known performers or public figures which would affect crowd size.)
Butterfly parade, with floats, vehicles and parade entries.

typical parade.

WILL FOOD, BEVERAGES, OR ALCOHOLIC BEVERAGES BE SOLD, PROVIDED, OR CONSUMED? (no)

IF YES, PLEASE GIVE DETAILS.

PLEASE LIST MODE, EXTENT, AND NATURE OF ADVERTISING: Social Media, paper, Word of mouth, Annual Event.

PLEASE LIST NAMES, ADDRESSES, AND PHONE NUMBERS FOR ALL PEOPLE RESPONSIBLE OR IN CHARGE OF THE ACTIVITY, SPECIFYING PERSON TO BE CONTACTED FOR THE PURPOSE OF THE APPLICATION:

1. Jacob Hawley 209-552-9124 ☆-☆
2. Kari Kiselen 209-347-2877 - Applicant
3. Steve Aitchison 209-769-1358 ☆-☆
4.
5.
6.

If more space is needed, please attach on separate page.

address - 5158 Hwy 140

(Mariposa Chamber of Commerce)

PLEASE LIST ALL ARRANGEMENTS MADE TO PROVIDE THE PUBLIC HEALTH, SAFETY AND WELFARE REQUIREMENTS AS REQUIRED UNDER MARIPOSA COUNTY CODE 8.28.034.

Fire Safety: Mariposa Co. Fire

Sanitation Facilities: Public

Police Protection: Mariposa Sheriff's

Zoning & Land Use: Encroachment permit

Parking & Traffic Control: CHP, Public works, volunteers.

Emergency Medical Services: JCF Hospital, Mercy Ambulance

Insurance/bond: Mariposa Chamber Insurance

ABC License number (if applicable): N/A

COPIES TO BE SENT OR TAKEN TO THE FOLLOWING AGENCIES FOR SIGNATURE AND APPROVAL OR DISAPPROVAL: (Must be returned to Sheriff's Office within 10 days.)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓			02/15/2024
Health Dept.		✓			2/14/2024
Hospital		✓			2/15/2024
Planning		✓			2/15/2024
CHP		✓			2/19/24
*Sheriff's		✓			2/27/24
Other:					

ANY AGENCY LISTING DISAPPROVAL, PLEASE CITE REASONS FOR DISAPPROVAL:

ANY AGENCY LISTING CONDITIONS, PLEASE ATTACH CONDITIONS FOR APPROVAL TO THIS APPLICATION.

*Submit to Sheriff's Office for final approval

Mariposa Chamber - Kari Kisela
APPLICANT

5158 Hwy 140, Mariposa
ADDRESS

209-966-2456 (cell) - 209 347-2877
PHONE NUMBER

SOMETHING EXCITING IS COMING OUR WAY

MARIPOSA
COUNTY CHAMBER OF COMMERCE

Butterfly Parade

Saturday May 4
10 AM

Downtown Mariposa

Participate in Parade

MariposaButterflyFestival.net

under "Get Involved"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeff Shaw
Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	PHONE (A/C, No, Ext): 209-742-6660 FAX (A/C, No): 209-966-4940 E-MAIL ADDRESS: jshaw@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	
INSURER B : Mid-Century Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Mariposa County Chamber of Commerce, PO Box 425, Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[X]	[ ]	NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	[X]	[ ]	CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]	A09599247	05/01/2023	05/01/2024	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion St
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 | P.O. Box 425 Mariposa, CA 95338 | 209.966.2456 |
www.mariposachamber.org

Dear Mariposa County,

The Mariposa County Chamber of Commerce has now taken over the coordination of the annual Mariposa Butterfly Parade. This year the parade event is scheduled for Saturday, May 4, 2024 from 10am to 11:30am. Parade participants will check in and line up at Coakley Circle in preparation for the parade to begin. The parade will then continue onto Highway 140 and travel towards downtown.

This event is a very important aspect of Mariposa's culture, and we are excited to bring people together to foster that sense of unity and tradition.

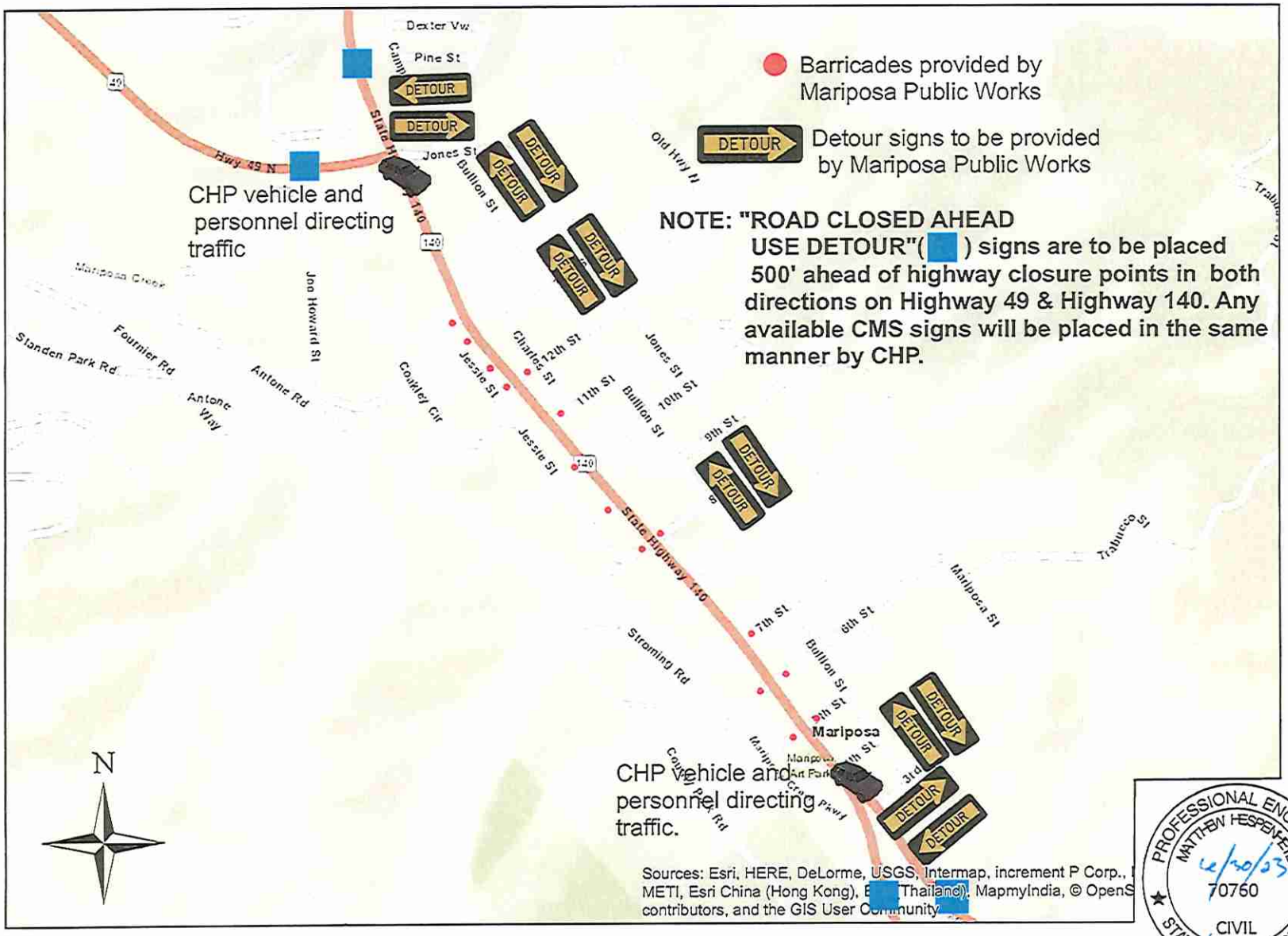
The Mariposa Butterfly Parade attracts visitors from near and far which boosts our local economy. It is an opportunity to share our culture and the richness of Mariposa with others. It serves as a tourist attraction and increases our visibility for our community. This involvement fosters a sense of belonging and encourages civic engagement among residents as well.

The Mariposa Chamber is requesting that Mariposa County waive all fees for permits associated with the Butterfly Parade.

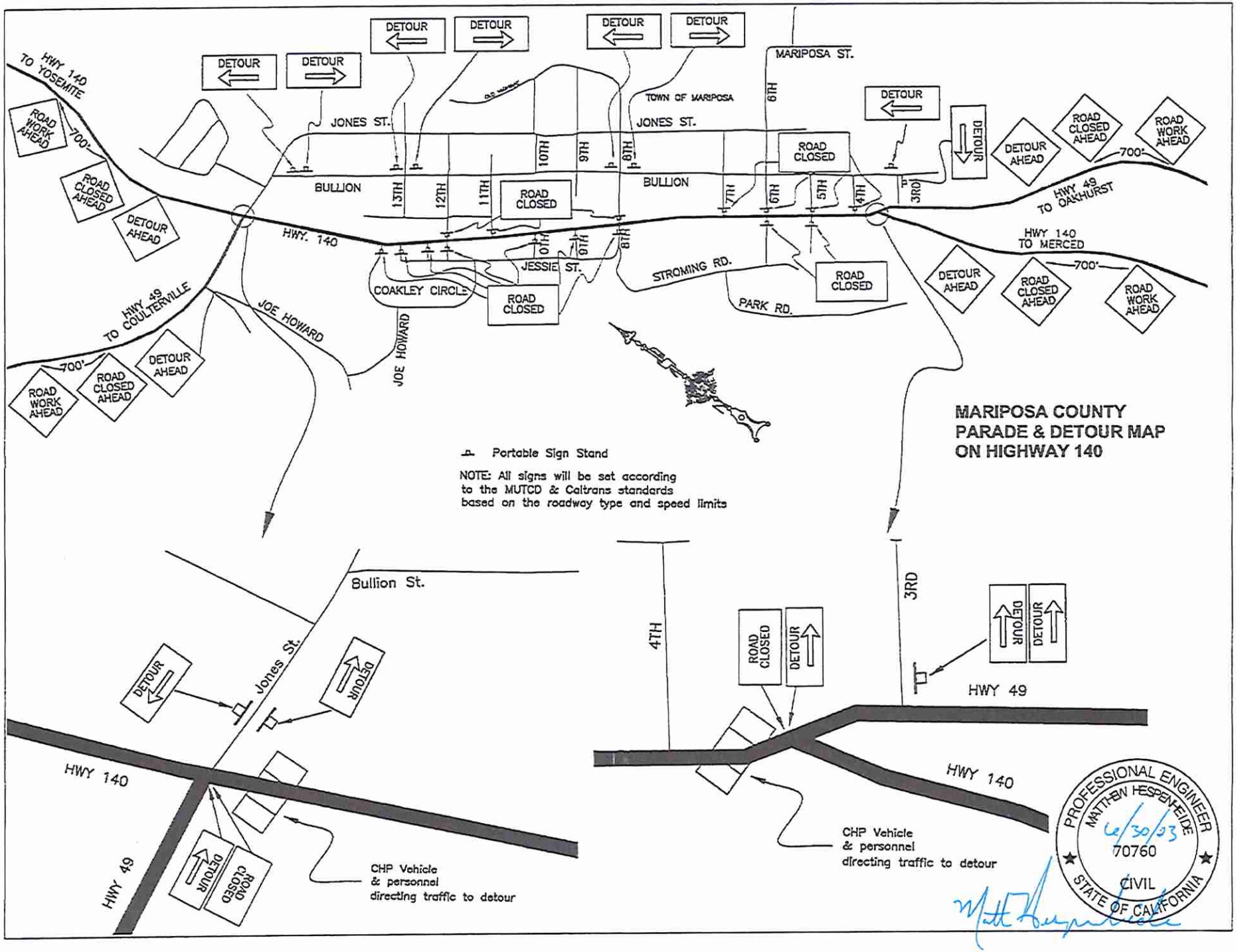
Sincerely,

Kari Kisela

Event Coordinator
Mariposa County Chamber of Commerce
kari@mariposachamber.org
(209) 347-2877



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
12/20/23
70760
CIVIL
STATE OF CALIFORNIA


MARIPOSA COUNTY
PARADE & DETOUR MAP
ON HIGHWAY 140
HWY 140 TO YOSEMITE
HWY 49 TO COULTERVILLE
HWY 49 TO OAKHURST
HWY 140 TO MERCED
HWY. 140
JONES ST.
BULLION
MARIPOSA ST.
TOWN OF MARIPOSA
JESSIE ST.
STROMING RD.
PARK RD.
COAKLEY CIRCLE
JOE HOWARD
DETOUR
ROAD CLOSED
ROAD CLOSED AHEAD
ROAD WORK AHEAD
DETOUR AHEAD
700'
Portable Sign Stand
NOTE: All signs will be set according to the MUTCD & Caltrans standards based on the roadway type and speed limits
Bullion St.
Jones St.
HWY 140
HWY 49
4TH
3RD
CHP Vehicle & personnel directing traffic to detour
PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/03
70760
CIVIL
STATE OF CALIFORNIA

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

February 15, 2024

File No.: 455.15326.A16737.Butterly Parade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Mariposa Butterfly Parade. This event is scheduled for May 4, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-141

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Decline the Option to Purchase Hanger #42 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

---

RECOMMENDATION AND JUSTIFICATION

Decline the Option to Purchase Hanger #42 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party.

Hangar #42 is currently owned by Bronson Lee. Mr. Lee wishes to sell his interest in the hangar for $17,000. In accordance with the terms of the ground lease agreement, the County has first right of refusal to purchase the hangar at the offered price. The lease agreement will expire on August 1, 2033.

Public Works' recommendation is to decline the option to purchase the hangar.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has considered other requests and declined the option to purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, a funding source will need to be identified.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Intent to sell hangar 42-Lee**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

To: Jeannie Morvay-Clayton <jclayton@mariposacounty.org>
Subject: Hangar sale.

[You don't often get email from bronsonlee110@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

This message is intended for Shannon Hansen but I can't seem to find an email for them. Maybe you could pass it along. I would like to sell my hangar at the airport for 17,000 dollars and I'm giving the county the first right of refusal. Thanks

Sent from my iPhone

Bronson Lee #42

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-142

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement.

The State is requesting the Director of Public Works & Transportation Sign the Agreement, with approval from County Counsel as to form, and provide Approved Board Resolution.

Caltrans has notified the County of Mariposa of its opportunity to exchange $275,573.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year, and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2024/2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991. The County annually authorizes this participation and exchange. FY 2022/2023 the Board approved signing the agreement with Resolution #2023-195.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance.

FINANCIAL IMPACT

Roads Division Budget would be negatively impacted.

ATTACHMENTS

1. County Agreement X24-5940(156) - Signed

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 MARIPOSA
District County

Agreement No. X24-5940(156)
AMS Adv ID:1024000193

THIS AGREEMENT is made on **April 9th, 2024**, by the COUNTY of MARIPOSA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2023/2024.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
Mekbib Woldegebriel	Accounting Officer	Date 03/22/2024	$ 276,573.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2023/2024.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

By: _____

Office of Project Management Oversight
Division of Local Assistance

Date_____

COUNTY OF MARIPOSA

By: _____

Title: Director, Public Works & Transportation

Date: April 9th, 2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-143

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, March 5, 2024

RECOMMENDATION AND JUSTIFICATION

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, March 5, 2024

BACKGROUND AND HISTORY OF BOARD ACTIONS

Elections Code Section 15372 provides that the elections official shall prepare a certified statement of the results of the Primary Election held on June 7, 2022 and submit it to the governing body within 30 days of the election. The Treasurer/Tax Collector/County Clerk, in her capacity as ex-officio Registrar of Voters, sent the certified statement to the Board of Supervisors on March 28, 2024. Elections Code Section 15400 provides that the governing body (Board of Supervisors) shall declare elected those persons under its jurisdiction and declare the results of each measure voted on at the election.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would result in vacant elected positions.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Resolution

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY RESOLUTION NO. 2024-

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS DECLARING THE RESULTS OF THE ELECTION HELD ON MARCH 5, 2024

WHEREAS, on April 9, 2024, the Mariposa County Board of Supervisors accepted the Statement of Votes Cast, as certified to the California Secretary of State on March 22, 2024, for the election held on March 5, 2024; and

WHEREAS, Elections Code section 15400 directs the Board of Supervisors to declare the results of each election under its jurisdiction; and

WHEREAS, Elections Code 9122 provides that an ordinance proposed by initiative shall become a valid and binding ordinance upon the date the vote is declared by the board of supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors, declares the results of each election under its jurisdiction, according to the votes cast as certified to the California Secretary of State on March 5, 2024 for the election held on March 5, 2024 as follows:

County Supervisor District 2	Shannon Poe
County Supervisor District 4	Jenni Kiser
County Supervisor District 5	Miles Menetrey

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 9th day of April 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair Mariposa
County Board of Supervisors

ATTEST:

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Departmental Presentations on April 9th, 2024

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations on April 9th, 2024
- Ribbon Cutting Fliers - Keri Kisela

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during the meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Kisela Handouts - 04-09**

YOSEMITE REALTY

YOUR HOMETOWN BROKERAGE
WWW.YOSEMITEREALTY.COM
209.966.KEYS

5255 Hwy 49 N

GRAND OPENING

Ribbon Cutting

Thursday, April 25, 2024 4:00pm

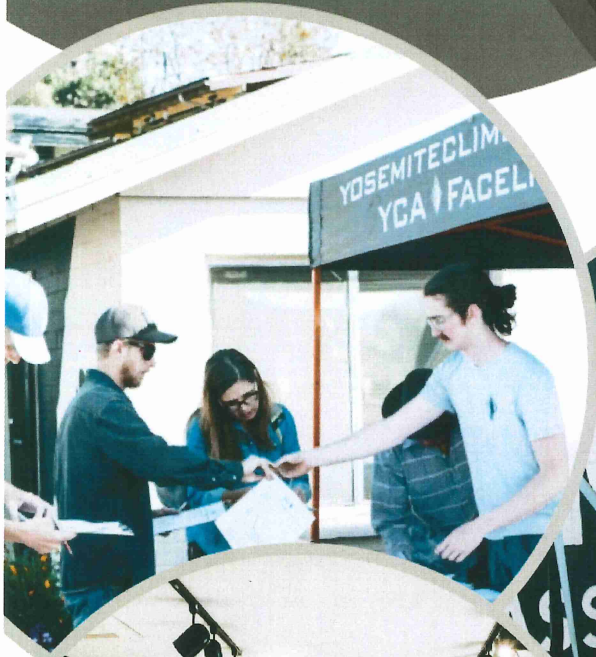
MARIPOSA COUNTY CHAMBER OF COMMERCE

Open HOUSE

& RIBBON CUTTING

APRIL 26TH, 2024

12 PM - 1 PM



The Yosemite Climbing Museum

5180 CA-140

Mariposa, CA

95338

MARIPOSA COUNTY CHAMBER OF COMMERCE

YOSEMITE CLIMBING ASSOCIATION

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 24-004

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Allocation Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

The State is requesting the Executive Director - MCLTC Sign the Agreement, with approval from County Counsel as to form, and provide LTC Resolution.

Caltrans has notified MCLTC of its opportunity to exchange $131,817.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year, and allows the County to use the funds to supplement the Road Division Budget. These funds will be realized in FY 2024/2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991. The LTC annually authorizes this participation and exchange. FY 2022/2023 the LTC approved signing the agreement with Resolution #LTC 2023-9.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance.

FINANCIAL IMPACT

Roads Division Budget would be negatively impacted.

ATTACHMENTS

1. **MCLTC Agreement X24-6139(053) - Signed**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

FEDERAL APPORTIONMENT EXCHANGE PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 10
Agency: Mariposa County Local Transportation Commission

Agreement No. X24-6139(053)
AMS Adv ID:1024000195

THIS AGREEMENT is made on **April 9th, 2024**, by Mariposa County Local Transportation Commission, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

$131,817.00 for Fiscal Year 2023/2024

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Mariposa County.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Mekbib Woldegebriel Accounting Officer | Date03/22/2024| $131,817.00

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed $131,817.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed In writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Management
Oversight Division of Local Assistance

Date: _____

Mariposa County Local Transportation Commission

By: _____

Title: **Executive Director – MCLTC**

Date: **April 9th, 2024**

FEDERAL APPORTIONMENT EXCHANGE BUYOUT PROGRAM ANNUAL REPORT FOR 2022/2023

Mariposa County Local Transportation Commission

(RTPA NAME)

A	B	C = A+B-D	D		
Cash Retained by RTPA as of **07/01/2022**	Cash Received From Caltrans **7/1/22 to 6/30/23**	Cash Retained by RTPA as of **6/30/23**	Cash Disbursed by RTPA From **7/1/22** to **6/30/23**		
			Date of Disbursement	Amount of Cash Disbursement	Name of Agency or Contractor Receiving Cash
0	$150,279.00	0	9/28/23	$150,279.00	County of Mariposa

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-144

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2024

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2024.

Pursuant to Mariposa County Ordinance 2022-ORD-1174 and Assembly Bill 481, the Mariposa County Sheriff's Office shall submit an annual military equipment report for review and approval.

AB481-7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

1. A summary of how military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board approved this Ordinance 2022-ORD-1174 in 2022 while also approving the 2022 Military Equipment Use Report

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved the Sheriff's Office will be required to discontinue use of all equipment identified in the Military Equipment Use report creating severe public safety implications.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Notice of Public Hearing - Military Use 2024**
2. **Military Equipment Usage**
3. **2024 Mariposa-Military-Use Policy Equipment List**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that on Tuesday, April 9th, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Mariposa County Government Center, located at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider a *resolution* to *approve the 2024 Sheriff's Office Annual Military Equipment Use Report as required by Ordinance 1174.*

Interested persons may appear in person at that time and place to provide comments, or may listen and provide public comments by phone by calling: 1929) 352-1921; Access Code 160-557-304#.

Written comments may also be submitted on the matter, and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received before the posted hearing date.

A copy of the Annual Report is available for inspection at the Clerk of the Board's office at 5100 Bullion Street, PO Box 784, Mariposa, California 95338.

Military Equipment Usage

Equipment Used	Date	Case #	Operation	IC on Incident	Type Of Incident	Reason for Use	How it was Used	Complaints Received	Result of Internal Audit
Phantom 4 Drone	5/2/2022	MF2200402	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
MRAP	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/fortifed gate	Transport Personnel	None	Within Policy and law
Drone	5/26/2022	MM2200435	Marijuana	Sgt. Charman	Marijuana SW	Officer Safety/Overflight	Overflight	None	Within Policy and law
Phantom 4 Drone	5/31/2022	MM2200482	Searh Warrant	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	6/8/2002	MC2203831	Overflight	Dep. Lewis	Agency Assist	Video Collection	Video Collection	None	Within Policy and law
Phantom 4 Drone	8/3/2022	MG2200775	Missing Person	Sgt. Rumfelt	Missing Person Search	SAR	SAR	None	Within Policy and law
Phantom 4 Drone	9/9/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/16/2022	MG2200615	Homicide Inv.	Sgt. Williams	Evidence Search	Crime Scene Photos	Video Collection	None	Within Policy and law
Phantom 4 Drone	9/21/2022	MM2200943	Marijuana	Sgt. Williams	Search Warrnat	Overflight/Officer Safety	Overflight	None	Within Policy and law
Phantom 4 Drone	11/30/2022	MF2201186	OIS	Sgt. Williams	OIS	Video Collection	Video Collection	None	Within Policy and law
MRAP	1/9/2023	N/A	SAR	Lt. Charman	SAR/Mutual Aid	Flooded area resue	Resuce of trapped persons	None	Within Policy and law
Above items submitted to board for review/approval Board Item 13984									
DJI M30T	5/17/2023	MC2304291	Agency Assist	Deputy T. Lewis	Assist Roads Department	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	6/15/2023	MG2300534	Aerial Photograph	Deputy T. Lewis	Coroner/Accident Photogr	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	6/29/2023	MC2304290	Person Search	Lt. Charman	Fleeing Suspect Search	Person Search	Overhead Person Search	None	Within Policy and law
DJI M30T	7/24/2023	MG2300686	Missing Person Se	Sgt. Rumfelt	SAR	Missing Person Search	Overhead Person Search	None	Within Policy and law
DJI M30T	7/27/2023	MG2300686	Missing Person Se	Sgt. Rumfelt	SAR	Missing Person Search	Overhead Person Search	None	Within Policy and law
40mm Launchers	8/4/2023	MG2300742	Wild Animal	Sgt. Canter	Wild Animal	To Chase Away Bear	2 Rounds Foam Projectal Used to Chase Bear Away		Within Policy and law
DJI M30T	9/9/2023	MF2300906	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	10/6/2023	MG2200615	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	10/18/2023	MG2200615	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	11/16/2023	MG2200615	Evidence Search	Sgt. Sturm	Evidence Search	Evidence Search	Evidence Search	None	Within Policy and law
DJI M30T	11/29/2023	MG2200615	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	12/2/2023	MG2200615	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	12/15/2023	MF2301249	Aerial Photograph	Sgt. Sturm	Evidence Photos/Video	Aerial Photographs	Aerial Photographs	None	Within Policy and law
DJI M30T	1/17/2024	MF2300053	Drone Overflight	Lt. Charman	Suspect Search/Warrant	Suspect Search/Overflight	Suspect Search/Overflight	None	Within Policy and law
DJI M30T	1/19/2024	mc2400385	Drone Overflight	Deputy Lewis	Suspect Search	Suspect Search	Suspect Search/Overflight	None	Within Policy and law

Exhibit A

Mariposa County Sheriff's Office AB481 Military Equipment List

1. **Unmanned, remotely piloted, powered aerial or ground vehicles**

   a. Description, quantity, capabilities, and purchase cost of current UAS:

      i. DJI Phantom 4 Pro+ UAS, system cost $2,697.83 each, quantity: 1. weighing approximately 1388 grams and is capable of recording audio and video, with approximately 30 minutes of flight time.

      ii. DJI MAVIC PRO Platinum, system cost: $2,108, quantity: 1. UAS that weighs approximately 743 grams, approximately 30 minutes flight time and a single-color camera with recording capabilities.

      iii. DJI Air UAS, system cost $1,438 Quantity 1. Weighing approximately 430 grams is capable of recording video, with approximately 20 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

      iv. DJI Matrice 600 UAS, system cost $0.00 (Donated Value $9,705.00) quantity: 1, weighing approximately 9.6kg is capable of recording video, with approximately 16 – 40 minutes of flight time depending on battery/ payload configuration.

      v. DJI Matrice 30T UAS, system cost: $21,132.94 weighing approximately 3770 grams capable of recording video and is equipped with zoom, FPV, wide angle and thermal cameras with approximately 41 minutes of flight time.

   b. Purpose

      To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

      i. Major collision investigations.
      ii. Search for missing persons.
      iii. Natural disaster management.
      iv. Crime scene photography.
      v. Tactical or other public safety and life preservation missions.
      vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

   c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span
All UAS equipment estimated, 3-5 years. No indicated lifespan from manufacturer. Lifespan varies on operational wear and usage

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $0-$500.

f. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. Legal and Procedural Rules
Use is established under General Policy 606, FAA Regulation 14 CFR Part 107, and the Mariposa County Sheriff's Office UAS policy. It is the policy of the MSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots**: Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

a. Description, quantity, capabilities, and purchase cost
i. iRobot, Packbot 510 cost: $77,060, received via 10-33 Program, at no cost. Quantity:1. The iRobot Packbot 510 is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.

b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Tactical Commander and or Incident Commander.

d. Expected Life Span
All robots, 8-10 years.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $2,000.

f. Training
All robot operators must complete a basic operator class to operate the robot(s). All operators shall demonstrate familiarly and proficiency with safe operations of equipment.

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g. Legal and Procedural Rules
It is the policy of the MCSO to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers

a. Description, quantity, capabilities, and purchase cost
   i. MRAP, MAXXPRO, cost: $658,000, received via 10-33 Program, at no cost, quantity: 1. The MRAP, MAXXPRO, is an armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan
MRAP, MAXXPRO, lifespan is 25 years.

e. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

f. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

g. Description, quantity, capabilities, and purchase cost
   i. MAMBA, cost: $380,000, received via 10-33 Program, at no cost, quantity: 1. The MAMBA, is an armored vehicle that seats 6-8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

h. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

i. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

j. Lifespan
MAMBA, lifespan is 25 years.

k. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

l. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

a. Description, quantity, capabilities, and purchase cost:

~~i. A 39' 2006 Keystone Raptor 3814SS Fifth Wheel Travel Trailer up-fitted to function as command center. Initial trailer cost: $ 59,563.25 with approximately $10,602.44 in up-fitting. Quantity: 1. The Command Trailer can also be utilized for critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.~~

ii. A 26' 2006 Skyline Weekender Model 241 travel trailer up-fitted as mobile command center. **Initial trailer cost**: N/A, Donated by Health Department with most the up-fitting cost being donated or paid for by non-profit supporting search and rescue team. This trailer is primarily used to support the Search and Rescue Team but can be used to support critical incidents, Pre-planned large events, searching for missing persons, natural disasters and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

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c. Authorized Use

The Command Trailer shall be used by Deputies/Officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

The Command Trailers have no indicated lifespan from manufacturer . Lifespan varies on operational wear and usage. Upgrades needed every 5-7 years to maintain IT systems.

e. Fiscal Impact

Annual maintenance cost is approximately $0 - $1000 per trailer.

f. Training

The driver/operator shall receive training in movement and operation of the command trailer.

g. Legal and Procedural Rules

It is the policy of the Department to use the Command Trailer only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

i. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM and 37 MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
   a. Description, quantity, capabilities, and purchase cost:
      i. Combined Tactical Systems Pen Arms L140-1-1, single-shot break-open frame launcher with rifled barrel, fixed stock and combo rail. Features include: Double Action trigger, trigger lock push button and hammer lock safeties. **Cost** $806.25 **Quantity:** 6

      ii. Combined Tactical Systems 40mm Sponge Baton, #4557, **Cost per round:** $19.90 **Quantity:** 163+ A less lethal 40mm plastic and Closed Cell Neoprene projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 240-260 FPS with an effective range of approximately 50 yards

   b. Purpose
      To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

   c. Authorized Use
      Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot/crowd control and civil unrest incidents.

iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

d. Training
Sworn members utilizing 40MM less lethal impact rounds are trained in there use by POST certified less lethal instructors.

e. Lifespan
Combined Tactical Systems Pen Arms L140-1-1, 40mm Launcher– No lifespan indicated by manufacture. Lifespan varies on operational usage and wear
Model 4557 Foam Baton Impact Sponge – 5 Years

f. Fiscal Impact
Annual qualification/ training approximately $1,200.

g. Legal and Procedural Rules
Use is established under General Policy 303.9 It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. Less Lethal Shotgun: ~~Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.~~

~~a. Description, quantity, capabilities, and purchase cost~~

~~i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: $946, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.~~

~~ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 63 A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.~~

~~b. Purpose~~
~~To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.~~

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~~c. Authorized Use~~

~~Situations for use of the less lethal weapon systems may include, but are not limited to:~~

~~i. Self-destructive, dangerous and/or combative individuals.~~

~~ii. Riot incidents.~~

~~iii. Circumstances where a tactical advantage can be obtained.~~

~~iv. .~~

~~v. Training exercises or approved demonstrations.~~

~~d. Lifespan~~

~~Remington 870 Less Lethal Shotgun- 25 years.~~

~~Super Sock Round- No listed expiration date.~~

~~e. Fiscal Impact~~

~~Annual maintenance is approximately $0 for each shotgun.~~

~~f. Training~~

~~All custodial deputies are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.~~

~~g. Legal and Procedural Rules~~

~~B. It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.~~

7. Specialized Firearms and Ammunition

a. Description, quantity, capabilities, and purchase cost

i. Sig Sauer MPX Rifle **Caliber**: 9mm **Action:** Semi-Auto **Barrel Length:** 6" **Cost:** $1,422.39 **Quantity**: 3.

ii. FN SPR-A5M Rifle, **Caliber:**.308 Winchester, **Action**: Bolt **Barrel Length:** 20" Cost:$2,692.04, **Quantity**: 3.

iii. Winchester 9mm 147GR T Series Reverse Jacketed Hollow Point Ammunition. **Cost:** $ .32 per round **Quantity:** 5000+ Rounds. Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

iv. Hornady TAP .308 168GR A-Max Rifle Ammunition **Cost**: $1.12 per round, **Quantity:** 3200+ Rounds. The 168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive

soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

b. Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use
Only members that are POST certified are authorized to use a rifle.

d. Lifespan
FN SPR-A5M .308 Win Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies on operational usage and wear
SIG MPX 9mm Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies on operational usage and wear
Winchester 9mm Ranger 147gr: no expiration
HORNADY .308: no expiration.

e. Fiscal Impact
Annual maintenance is approximately $0 - $50 for each rifle.

f. Training
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification one time a year.

g. Legal and Procedural Rules
Use is established under Mariposa County Sheriff's Office Policy. It is the policy of the Mariposa County Sheriff's Office to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

~~**8. Infrared Illuminator/laser:**~~

~~a. Description, quantity, capabilities, and purchase cost~~

~~i. Infrared GCP-2B, cost: $1,800 each, total cost of $21,600, received via 10-33, Program at no cost. Quantity: 12. One narrow beam used for aiming the rifle, and one wide beam used for illuminating targets, like a flashlight. The beams can only be seen through night vision goggles.~~

~~b. Purpose~~
~~To be used in conjunction with night vision goggles during nighttime tactical operations.~~

~~c. Authorized Use~~

Only assigned personnel who have completed the required training shall be permitted to operate infrared illuminator/laser.

d. Lifespan
12 months

e. Fiscal Impact
Annual maintenance is approximately $500.00.

f. Training
All officers who use infrared illuminator lasers shall compete department approved training.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize infrared only for official law enforcement purposes, and pursuant to State and Federal law.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-145

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: PUBLIC HEARING: Approve the Closeout of the Safety and Freedom Enhancement (SAFE) Business Relief Program Grant with Agreement #20-CDBG-PI-12004; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Approve the Closeout of the Safety and Freedom Enhancement (SAFE) Business Relief Program Grant with Agreement #20-CDBG-PI-12004; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents.

The SAFE grant program reimbursed local businesses for COVID-related out-of-pocket expenses. A total of $46,046 was granted to local businesses for expenses between September 2020 and January 2022 and $1,800 was expended for grant administration. The SAFE program was funded by a Community Development Block Grant from California Housing & Community Development (HCD). HCD requires a public hearing to close grants in order to gather community feedback and to ensure that grant award information is pubically available.

Reimbursements for COVID-related expenses, through this program, were provided to:
1850 Industries (two reimbursements) - $21,257.59
Mountain Fitness - $2,449.82
The Alley - $5781.20
Vines & Vittles - $6373.00
Buck Meadows Ranch LLC - $10,185.17

The details of each of these reimbursement grants are provided in the attached report documents, which were prepared by the program administrator, Valley Small Business Development Corporation. In order to apply, businesses were required to provide payroll records, tax and insurance information, and receipts and invoices for reimbursable COVID-related expenses. The program was publicized through the County website, via email to the County business list of approximately 300 contacts, on social media, in the Mariposa Gazette, and at local business meetings and events.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Res 2023-588 - On November 7, 2023, the Board of Supervisors approved a $918 grant award to 1850 Industries Inc.
Res 2022-165 - On March 15, 2022, the Board of Supervisors approved a $20,339 grant award to 1850 Industries, Inc.
Res 2022-164 - On March 15, 2022, the Board of Supervisors approved a $10,185 grant award to Buck

Meadows Ranch LLC.
Res 2022-163 - On March 15, 2022, the Board of Supervisors approved a $5,781 grant award to the Alley.
Res 2022-162, On March 15 2022, the Board of Supervisors approved a $2,449 grant award to Mountain Fitness LLC.
Res 2022-161 - On March 15, 2022, the Board of Supervisors approved a $6,373 grant award to Vines & Vittles.

Res 2020-413 - On July 14, 2020, the Board of Supervisors adopted a resolution approving an application to CA Housing & Community Development's Community Development Block Grant program to reimburse local businesses for Covid-related expenses through the SAFE Business Relief Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County must follow the procedures in closing out a grant agreement to be eligible for future grant funding from the Community Development Block Grant program.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Administrator Reports_Redacted**
2. **031824 Combined Closeout Package**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Hanna Wackerman Dba: 1850 Industries, Inc.	Business Age: 7 years (84 months)
Address: 5114 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Hanna Wackerman	Annual Business Revenue: [redacted] (2019 1120-S Corp)
Phone: [redacted] Fax:	NAICS: 722513
Email: [redacted]	Is the Business Considered Essential: No
Website: 1850RESTAURANT.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for COVID-19 related purchases during the period December 22, 2021 – January 27, 2022. These purchases include COVID-19 Antigen Rapid Test Kits - $871.65 and thermometers - $46.43. The total amount requested for reimbursement is $918.08.	

Review of Submitted Documents to Support SAFE Request For Application #3364 (additional receipts)

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The 1850 Industries, Inc. belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Safety and Health Practices for 1850 Restaurant. The practices cover 1) Stay-at-home policies when sick, tested positive on COVID-19 test, and close contact with persons having COVID-19 symptoms, 2) Use of Masks, 3) Hand Hygiene and Respiratory Etiquette, 4) Adequate Supplies of safety and health items, and 5) Use of Signs and public Messages.

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was [redacted]. A 2019 1120-S income tax return for a S Corporation reported annual revenues of [redacted], averaging [redacted] per month. Net profit was [redacted]. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is [redacted] versus comparable 2019 net income of [redacted]. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant applied and was approved for an SBA EIDL loan. The funds for the loan covered a portion of the operating expenses – such as rent, utilities, overhead expenses, supplies, and food items.

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided Amazon order for the items purchased – 45 iHealth COVID-19 Antigen Rapid Test packs – $871.65, 1 No Touch Thermometer for Adults - $18.22, 2 Premium Sterile Digital Thermometer Probe Covers Set of 100 - $20.32, and 1 Oral Thermometer for Adults $7.89. The amount for the listed items is $918.08. Order/tracking forms were available for review.

The applicant indicated that additional items and equipment may be purchased to adhere to the recommended restaurant safety and health COVID-19 protocols for restaurant operations and outdoor dining. The total amount requested for reimbursement (previous and additional items) is $918.08.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is [redacted]. The applicant is projecting 2021 monthly revenues of [redacted]. An in-house prepared Profit and Loss for the period January – December 2020 listed Total Income of [redacted], with a loss of [redacted]. For the calendar year 2020, when allowed 1850 Restaurant operated with 25% capacity restrictions. As of March 22,2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $918.08 (if funds available) to reimburse items purchased to comply with recommended restaurant COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: 6/30/2023

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Hanna Wackerman Dba: 1850 Industries, Inc.	Business Age: 7 years (84 months)
Address: 5114 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Hanna Wackerman	Annual Business Revenue: [redacted] (2019 1120-S Corp)
Phone: [redacted] Fax:	NAICS: 722513
Email: [redacted]	Is the Business Considered Essential: No
Website: 1850RESTAURANT.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of outdoor patio heaters - $1,322.09, propane tanks for heaters - $2,028.52, replacement reflectors for heaters to direct more heat to guests - $909, additional siding for tents - $1,321.97, and outdoor dining tables and chairs - $14,757.93. The total amount requested for reimbursement is $20,339.51.	

Review of Submitted Documents to Support SAFE Request For Application #3364

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The 1850 Industries, Inc. belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Safety and Health Practices for 1850 Restaurant. The practices cover 1) Stay-at-home policies when sick, tested positive on COVID-19 test, and close contact with persons having COVID-19 symptoms, 2) Use of Masks, 3) Hand Hygiene and Respiratory Etiquette, 4) Adequate Supplies of safety and health items, and 5) Use of Signs and public Messages.

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was [redacted]. A 2019 1120-S income tax return for a S Corporation reported annual revenues of [redacted] averaging [redacted] per month. Net profit was [redacted]. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is [redacted] versus comparable 2019 net income of [redacted]. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant applied and was approved for an SBA EIDL loan. The funds for the loan covered a portion of the operating expenses – such as rent, utilities, overhead expenses, supplies, and food items.

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided a list of items purchased - outdoor patio heaters - $1,322.09, propane bottles for heaters - $1,221.23, replacement reflectors for heaters to direct more heat to guests - $909, and additional siding for tents - $1,321.97. The amount for the following items is $4,773.29. No receipts or invoices were available for review.

The applicant indicated that additional items and equipment may be purchased to adhere to the recommended restaurant safety and health COVID-19 protocols for outdoor dining. The applicant provided a list of additional items purchased – outdoor propane bottles for heaters - $807.29, and outdoor dining tables and chairs - $14,757.93. Receipts and invoices were available for review. The total amount requested for reimbursement (previous and additional items) is $20,339.51.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is [redacted]. The applicant is projecting 2021 monthly revenues of [redacted]. An in-house prepared Profit and Loss for the period January – December 2020 listed Total Income of [redacted], with a loss of [redacted]. For the calendar year 2020, when allowed 1850 Restaurant operated with 25% capacity restrictions. As of March 22,2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $20,339.51 (if funds available) to reimburse items purchased to comply with recommended restaurant COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: [signature]

Date: April 26, 2021

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Stephanie K. Erikson Dba: The Alley Lounge LLC	Business Age: 7 years (84 months)
Address: 5027 C Highway 140, Mariposa, CA 95338	Business Legal Structure: LLC
County: Mariposa	Business Type: restaurant
Contact: Stephanie K. Erickson	Annual Business Revenue: [redacted] (2019 Schedule C)
Phone: [redacted] Fax:	NAICS: 722513
Email: [redacted]	Is the Business Considered Essential: No
Website: thealleylounge.com	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of a 20'x31' outdoor shelter plus enhancements to accommodate outside dining - $5,470.14, 3-layer black mouth covers - $21.99, and two 1-gal. bleach disinfectant @ $21.99/bottle. The applicant listed disposable food safe gloves, face masks, bleach, hand sanitizer, and To Go containers recommended purchases to adhere to the National Restaurant Association's COVID-19 safety protocols. The applicant requested $1,706.00 in grant funds to purchase the above listed items. Dollar amounts were provided for each item.	

Review of Submitted Documents to Support SAFE Request

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The Alley Lounge LLC belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices - A written plan describing present day COVID-19 safety and health practices

The applicant's COVID-19 safety and health practices follow the National Restaurant Association's Operating Guidance, dated December 2020. A copy of the publication was provided.

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was [redacted] for eight months, with some months with no income. A 2019 Schedule C reported annual gross revenues of [redacted] averaging [redacted] per month. Net profit for 2019 was [redacted]. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is [redacted] versus comparable 2019 net income of [redacted] As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant has injected personal funds to pay operating expenses – such as rent, utilities, business loan, supplies, and food items. The applicant did not indicate the amount of personal funds injected into the business during 2020

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided receipts and invoices for the purchases of a 20'x31' outdoor shelter plus enhancements to accommodate outside dining - $5,470.14, 3-layer black mouth covers - $21.99, and two 1-gal. bleach disinfectant @ $21.99/bottle.

The applicant listed disposable food safe gloves, face masks, bleach, hand sanitizer, and To Go containers recommended purchases to adhere to the National Restaurant Association's COVID-19 safety protocols. The applicant requested $1,706.00 in grant funds to purchase the above listed items. Dollar amounts were provided for each item.

The applicant is requesting $7,242.11 in SAFE grant funds.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is [redacted] Also. the applicant injected personal funds to support the business. The applicant submitted an in-house prepared Profit and Loss – for the period January 1, 2021 – March 1, 2021, reported operating revenues of [redacted] with a net profit of [redacted] For this quarter, the business was operating with 25% capacity limitations. As of March 22, 2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMODATIONS:

1. Approval of SAFE grant funds of $7,242.11. To support SAFE grant funds, receipts, products to be purchased, and use of products were submitted with the application.
2. Applicant demonstrated recommended modifications to the business and operating guidance to adhere to COVID-19 pandemic. A copy of the National Restaurant Association's "COVID-19 Operating Guidance" was submitted with the application.
3. Applicant committed personal funds and continued business operations following California restrictions. The actions of the Applicant demonstrate their strong desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: March 23, 2021

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Buck Meadows Ranch, LLC Dba: Blackberry Inn Bed and Breakfast	Business Age: 13 years and 5 months, (161 months)
Address: 7567 Hamilton Station Loop. Groveland, CA	Business Legal Structure: LLC
County: Mariposa	Business Type: Lodging
Contact: Alexandra North	Annual Business Revenue: [redacted] (2019 1099-K)
Phone: [redacted] Fax:	NAICS: 721191
Email: [redacted]	Is the Business Considered Essential: No
Website: www.BLACKBERRY-INN.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of 1) Outdoor tables and chairs - $2,699.86, 2) small equipment, bedding and towels for rooms - $2,211.38, 3) installation of water filtration system - $4,028.00, 4) propane gas - $859.21, and 5) disinfecting products and food condiments - $396.72. The total amount requested for reimbursement is $ 10,185.17. The applicant provided a list of items purchased as well as receipts/statements/invoices for review.	

Review of Submitted Documents to Support SAFE Request For Application #7279

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Blackberry Inn Bed & Breakfast belongs to NAICS code 72 – Accommodation and Food Services, specifically 721191 – Bed-and-Breakfast Inn. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

As of June 15, 2021, the California Governor terminated the executive orders that put into place the Stay Home Order and the Blueprint for a Safer Economy. The public health order, effective June 15 supersedes all prior health orders. The order has limited restrictions, only related to masking and mega-events, as well as settings serving children and youth.

The applicant provided a copy of a "Welcome" letter describing the current COVID-19 health and safety policy for Blackberry Inn. Effective September 1, 2021, proof of vaccination is required for guests at the facility. Social distancing and hygiene and cleanliness practices are strictly followed by the staff. The "Welcome" letter provides guidance and recommendations on COVID-19 health and safety for guests.

What is the financial capacity to follow the new safety reopening plan:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed [redacted]. Lowest month was January with $50 in income and the highest was June with [redacted]. An in-house prepared interim Profit & Loss Statement for the period January 1 thru July 21, 2021, was provided for review. Gross rental income was [redacted], operating expenses were [redacted] with a net income of [redacted] No previously filed business income tax returns were submitted for review.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed [redacted]. Lowest month was January with [redacted] in income and the highest was June with [redacted]

Valid business FBN and proof of payment of taxes, including TOT:

A Fictitious Business Name Statement was submitted, with a renewal date of 5/4/2023. A copy of Form LLC-1 Articles of Organization Limited Liability Company (LLC), dated March 27, 2018 was submitted as proof of organization with the state of California. A copy of an American AgCredit real estate loan statement was provided with a notation indicating real estate taxes paid on 10/05/2020.

Explain the intended use of the funding that may be provided by Mariposa County:

To reimburse the applicant for the purchases of 1) Outdoor tables and chairs - $2,699.86, 2) small equipment, bedding and towels for rooms - $2,211.38, 3) installation of water filtration system - $4,028.00, 4) propane gas - $859.21, and 5) disinfecting products and food condiments - $396.72. The total amount requested for reimbursement is $ 10,185.17. The applicant provided a list of items purchased as well as receipts/statements/invoices for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed [redacted]. Lowest month was January with [redacted] in income and the highest was June with [redacted] An in-house prepared interim Profit & Loss Statement for the period January 1 thru July 21, 2021, was provided for review. Gross rental income was [redacted], operating expenses were [redacted] with a net income of [redacted]

RECOMMENDATIONS:

1. Approval of SAFE grant funds of $10,185.17. To support the request for SAFE grant funds, copies of receipts and invoices were submitted for review.
2. The Applicant demonstrated recommended modifications to the business and operating guidance to adhere to previous COVID-19 protocols and current safety and health practices. A copy of a "Welcome" letter describes current COVID-19 health and safety policies, including proof of vaccination, for guests staying at Blackberry Inn.
3. The Applicant followed 2020 and 2021 COVID-19 protocols, to continue their operations. Adherence to the protocols and changes to their operations demonstrate the Applicant's strong desire to continue their operations.

By: Stanley Tom

Signature:

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Jennifer Kiser Dba: Mountain Fitness, LLC	Business Age: 5 years (60 months)
Address: 5041 CA-140, Mariposa, CA 95338	Business Legal Structure: LLC
County: Mariposa	Business Type: fitness center
Contact: Jennifer Kiser	Annual Business Revenue: [redacted] (2019 Schedule C)
Phone: [redacted] Fax:	NAICS: 713940
Email: [redacted]	Is the Business Considered Essential: No
Website:	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of masks, gloves, bleach, Lysol, hand sanitizer, trash bags, towels, filters, and COVID-19 related supplies. The applicant provided a listing of items purchased to adhere to COVID-19 safety and health protocols. No prices or number of items needed were provided. The applicant spent $925.43, from the months of September 2020 to February 2021. To monitor the member's compliance with COVID-19 safety and health practices within Mountain Fitness, the applicant purchased a computer, software, and related supplies to remotely monitor activities within the facility. Reimbursement for these items totaled $1,524.39.	

Review of Submitted Documents to Support SAFE Request

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Mountain Fitness LLC belongs to NAICS code 71 – Arts, Entertainment and Recreation, specifically 713940 – Fitness and Recreational Sports Centers. NAICS code 71 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a COVID-19 safety and health plan for employees and gym members. The plan focuses on constant sanitation of the gym environment and "personal protection equipment" for employees and gym members. The applicant purchased a laptop computer, software and a security system to monitor gym member activities and their compliance to COVID-19 protocols.

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was [redacted]. A 2019 Schedule C reported annual gross revenues of [redacted] averaging [redacted] per month. Net profit was [redacted]. Pre-COVID operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is [redacted] versus comparable 2019 net income of [redacted] As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant accepted a salaried job to generate personal income to pay operating expenses – such as rent, utilities, and supplies. The fitness center lost a majority of its membership, a major source of revenue, from Shelter-In-Place orders. The applicant did not indicate the amount of personal funds injected into the business during 2020

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided a listing of items purchased to adhere to COVID-19 safety and health protocols. No prices or number of items needed were provided. The applicant spent $925.43, from the months of September 2020 to February 2021. Additionally, the applicant purchased a 13" MAC book computer, appointment aps, USB C2 2-port charger cable, ZOOM video 6-month subscription, and IT services to install this equipment to monitor gym member's compliance with COVID-19 safety and health practices. The total for these items are $1,524.39.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is [redacted] Also. the applicant injected personal funds to support the business. No amount was indicated. The applicant submitted an in-house prepared Profit and Loss – for the period January – December, 2020, reported operating revenues of [redacted], with a net income of [redacted] The applicant also prepared a six-month pro forma profit and loss, covering the months of April -September 2021. Estimated gross revenues averaging [redacted] with a net income of [redacted]

RECOMMENDATIONS:

1. Approval of SAFE Grant funds of $2,449.82 – reimbursement of $925.43 for past purchases and $1,524.39 for equipment and software to monitor gym member's adherence to COVID-19 safety and health practices.
2. The applicant's purchase of computer laptop, software, and security system are one-time purchases that allows active and remote monitoring of gym members compliance of COVID-19 safety and health practices. To be able to operate within the COVID-19 operating restrictions, fitness centers made modifications to procedures and purchased monitoring equipment to stay in compliance with COVID-19 operating guidelines.
3. Applicant committed person resources and continues business operations following California restrictions. The actions of the Applicant demonstrate their desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: April 19, 2021

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Melissa Takahashi Dba: Vines & Vittles, Inc., Little Shop of Ramen	Business Age: 1 year, 3 months (15 months)
Address: 5021 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Melissa Takahashi	Annual Business Revenue:
Phone: [redacted] Fax:	NAICS: 722513
Email: [redacted]	Is the Business Considered Essential: No
Website: https://littleshopoframen.square.site/	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of outdoor patio heaters - $898, disinfectants and to-go supplies - $1,219, and electrical modifications and installation of outdoor heaters - $4,596.48. The total amount requested for reimbursement is $6,713.48.	

Review of Submitted Documents to Support SAFE Request For Application #5196

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Vines & Vittles, Inc., dba Little Shop of Ramen belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Prevention Program (CPP) for Little Shop of Ramen. The CPP is based on a recommended safety and health model prepared by CAL OSHA, November 2020,

What is the financial capacity to follow the new safety reopening plan:

Based on sales received from March - October, 2020, the business gross revenues was [redacted] A list of monthly gross sales was submitted with the SAFE application. No other financial statements were submitted with the SAFE application.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

An in-house prepared Profit & Loss Statement for the period January 1 thru December 31, 2020 was submitted for review. Total income was [redacted] gross profit of [redacted] operating expenses of [redacted] with a net income of [redacted] An interim Profit & Loss Statement for the period January 1 thru May 12, 2021 was submitted for review. Total income was [redacted] gross profit of [redacted] operating expenses of [redacted] with a net income of [redacted] Included in operating expenses is purchases of equipment & furniture totaling [redacted] an increase in rent from [redacted] in January to [redacted] going forward, and wages averaging [redacted] in February, increasing to [redacted] for the months of March and April.

Monthly income has been increasing (balance of 2021, full business operations with no restrictions) but additional expenses, higher overhead, and more employees have negatively impacted net income.

Valid business FBN and proof of payment of taxes, including TOT:

The applicant provided a copy of their Fictitious Business Name Statement, filed with Mariposa County, dated February 8, 2021. A copy of a Sales and Use Tax statement – Vines & Vittles, Inc. dba Little Shop of Ramen was available for revies. 2020 tax payments have been made. Tax payment for the quarter ending March 31, 2021 has not been recorded.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant is requesting reimbursement for items purchased - outdoor patio heaters - $898, disinfectants and to-go supplies - $1,219, and a paid invoice for the electrical modifications and installation of outdoor heaters - $4,596.48. The total amount requested for reimbursement is $6,713.48.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on sales received from March - October, 2020, the business gross revenues was $41,963.17. A list of monthly gross sales was submitted with the SAFE application. An interim Profit & Loss Statement for the period January 1 thru May 12, 2021 was submitted for review. Total income was [redacted], gross profit of [redacted] operating expenses of [redacted] with a net income of [redacted] Included in operating expenses is purchases of equipment & furniture totaling [redacted] an increase in rent from [redacted] in January to [redacted] going forward, and wages averaging [redacted] in February, increasing to [redacted] for the months of March and April.

Monthly income has been increasing (for the balance of 2021, full business operations with no restrictions is anticipated) but current additional expenses, higher overhead, and more employees have negatively impacted net income.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $6,713.48 to reimburse items purchased to comply with recommended COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: May 24, 2021

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-CDBG-PI-12004

Checklist

I/we have completed the following forms. Check all that apply.

- ☐ Closeout Certification
- ☑ Acquired Property Inventory
- ☐ Disencumbrance of Funds Acknowledgement/Request
- ☑ Completion Report Acknowledgement
  - Completion Report uploaded or attached
- ☑ Section 3 Compliance Acknowledgement
- ☐ Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- ☐ Section 3 Qualitative Efforts (complete only if applicable)
- ☑ Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- ☐ If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- ☑ CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-CDBG-PI-12004 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee:	**Award/Contract Number:**
Contract/Project Name:	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%
								%
								%
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								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☐ Yes

☑ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $_____

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☑ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Miles Menetrey, hereby certify that on the 28 day of March (month), 2024 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 4 (number) locations listed below, which are available to the public. These postings will be available from 3/28/24 (date) to 4/9/24 (date).

Location 1:	Mariposa Gazette
Location 2:	Mariposa County Website
Location 3:	Planning Department Display Case
Location 4:	Mariposa County Development Services (Facebook)
Location 5:	

I, (name) Will Fassett, Clerk of Mariposa County (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at Mariposa (location), California, this 9 (date) day of April (month), 2024.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Community Design & Development Planner

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
4/9/24	Name: Miles Menetrey Title Board of Supervisors Chair	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-146

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Authorize the Ongoing Destruction of the Planning Department's Application and Research Files (Referred to as Parcel Information Files) and Code Compliance Files that are More than Two Years Old, and that are Deemed Closed, and Scanned and Stored Digitally

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Ongoing Destruction of the Planning Department's Application and Research Files (Referred to as Parcel Information Files) and Code Compliance Files that are More than Two Years Old, and that are Deemed Closed, and Scanned and Stored Digitally.

This request pertains to physical files, excepting required documents that must be maintained, such as original signed Planning Commission Resolutions, Agenda and Minutes.

After files are closed either as approved, withdrawn or denied, the physical files are scanned into Questys (Planning's archiving system) and then the physical files are stored in the Government Center Vault or in the hallway of the Development Services back office. After the digital files are verified, physical files are no longer needed as the files can be reproduced from the digitally stored version.

The vault is used by multiple County Departments for archiving physical documents. The Planning Department's portion of the vault has reached the allotted storage capacity. The Development Center's back office filing cabinets have also reached storage capacity.

The physical documents stored in the vault and that are stored in the Development Services back office are no longer needed, as they were scanned and digitally accessible through Questys. Files that are housed in the vault are typically those that are pre-2000. Files that are currently stored in the Development Services back office are typically from 2000 to current.

There has been an ongoing need to clear space in the Government Center vault.

Currently, the Clerk of the Board's Office is working on a comprehensive storage retention and disposition policy, and the Planning Department has contributed to this effort by providing information as it pertains to the Planning Department documents. This file storage retention and disposition policy is not yet ready to come before the Board, and therefore the need for this current request for ongoing disposal of Planning Department Application Files, Parcel Information Files and Code Compliance Files that are closed and 2 years old, and older, and that have been determined to be scanned and archived digitally in Questys is coming before you today.

Application files may include and are not limited to:

Alcohol and Beverage Control
Administration Use Permits
Amended Conditions or Amended Site Plans
Annual Mining Inspections
Appeals
Cal Trans Preliminary IRG Reviews
Certificates of Compliance
Certificates of Development
Commercial, Industrial, Manufacturing Plans
Conditional Use Permits
Design Reviews
Development Agreements
General Plan Zoning Amendments
Grandfathered Rights
Home Occupations
Land Divisions, Major and Minor
Land Conservation Act Contracts, New, Modifications, Nonrenewals and Cancelations
Lot Line Adjustments
Parcel Mergers
Revised Tentative Maps
Road Names
Scenic Highway Design Reviews
Site Plan or Pre-Application Reviews
Surface Mining Permits
Timber Exclusive Zone Applications
Time Extensions
Use Permits
Vacation Rentals, Ag Homestays, Bed and Breakfast Establishments and Amendments
Variances

AUTHORITY:
California Government Code, Section 26202, addresses this request:
"The board may authorize the destruction or disposition of any record, paper, or document which is more than two years old, and which was prepared or received in any manner other than pursuant to a state statute or county charter. The board may authorize the destruction or disposition of any record, paper or document which is more than two years old, which was prepared or received pursuant to state statute or county charter, and which is not expressly required by law to be filed and preserved if the board determines by four-fifths (4/5) vote that the retention of any such record, paper or document is no longer necessary or required for county purposes. Such records, papers or documents need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained."

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 13, 2018, Resolution No. 2018-535 authorized the destruction of Code Compliance Case closed files that were verified to be scanned and accessible via a digital version.

September 27, 2022, Resolution 2022-561 authorized the destruction of Vacation Rental Application closed files that were verified to be scanned and accessible via a digital version.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: Change age of files to be destroyed.
Negative Action: The physical files will continue to be housed in the Government Center Vault and in the Development Services Offices, where space is at capacity and the Planning Department will need to rent storage space to house its' files.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation

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RECOMMENDATION AND JUSTIFICATION

Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation.

On March 5, 2024, The Board of Supervisors received a presentation regarding the findings and recommendations stemming from the Solid Waste and Recycling System Study. A key revelation highlighted during the presentation was the numerous financial hurdles confronting the Solid Waste and Recycling Enterprise Fund. Of particular concern is the $11.9 million deficit in the Landfill Closure/Post Closure Fund. According to the consultant's projections, an overall rate adjustment of 80% would be necessary to adequately support the Solid Waste and Recycling Enterprise Fund.

In response, staff will outline various options for new fee structures and are seeking the Board's guidance on which fee schedule should be presented for a Public Hearing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current fee schedule on February 26, 2008, RES 2008-078.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could recommend an alternative fee schedule.

Failure to implement recommended actions will result in continued shortfalls in the Solid Waste and Recycling Division Enterprise Fund, necessitating additional contributions from the general fund.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Price Lists Comparison 45**
2. **Price Lists Comparison 80**
3. **Resolution 2008-078**
4. **Solid Waste Fee Schedule Discussion Presentation**
5. **Price Lists Comparison 50**
6. **Price Lists Comparison 60**

7. **Price Lists Comparison 50 - Corrected**
8. **Price Lists Comparison 60 - Corrected**
9. **I-4 Comment Michael Day**

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 45% INCREASE

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$4.50
Per Cubic Yard / Minimum Weigh Charge	$18.00	$26.00
Per Ton	$121.00	$175.50
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$14.50
Per Ton	$55.00	$80.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$14.00
Appliances		
Non-refrigerated Appliances	$9.50	$14.00
Freon Refrigerated Appliances	$20.00	$29.00
Ammonia Refrigerated Appliances	$20.00	$54.00
Sulfur Dioxide Refrigerated Appliances	$20.00	$69.00
Scrap Metal[1]		
Minimum Charge	No Charge	No Charge
Per Cubic Yard	No Charge	No Charge
Per Ton, Separated	No Charge	No Charge
Per Ton, Mixed with non-ferrous metals and/or refuse	$121.00	$175.50
Tires (size W x Dia.) (No Tires >15 Ply Accepted)		
Passenger Tires without rims (<12" x 26")	$3.00	$4.50
Truck Tires without rims (12" x 26" to 17.5" x 34")	$6.00	$8.50
Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
Rim Charge	$2.25	$3.50
Concrete, Asphalt, Bricks		
Minimum Charge (not greater than 12" in any direction w/o rebar)	No Charge	$1.00
Per Cubic Yard (not greater than 12" in any direction w/o rebar)	No Charge	$7.50
Per Ton (not greater than 12" in any direction w/o rebar)	No Charge	$15.00
Per Ton (greater than 12" in any direction or containing rebar)	$121.00	$175.50
Dead Animals		
Per Animal (250 lbs or less)	$15.00	$15.00
Per Animal (over 250 lbs)	$121.00	$52.00
Soil[2]		
Minimum Charge	No Charge	No Charge
Per Ton	No Charge	No Charge
Universal Waste (Fluorescent Tubes/Bulbs, Household Batteries, Electronic Devices)		
Business Size / Industrial Printers (free standing printers/plotters) (each)	$15.00	$15.00
CRT/LCD (television/computer) Screens 36" or greater diagonal (each)	$15.00	No Charge
Fluorescent Light Tubes (per linear foot)	No Charge	$0.50
Coated Shattershield, Dipped Lamps (each)	No Charge	$2.00
ARC & UV Lamps (each)	No Charge	$2.00
High Intensity Discharge Lamps (each)	No Charge	$2.00
High / Low Pressure Sodium Lamps (each)	No Charge	$2.00
PCB Ballasts (per lb)	No Charge	$3.00
Non-PCB Ballasts (per lb)	No Charge	$0.50
Lead Acid UPS/Battery Backup (per lb)	No Charge	$0.50
Other E-Waste	No Charge	No Charge
Miscellaneous		
Hard to Handle (any material that requires special handling, per hour, 1 hr min.)	$100.00	$100.00
Certified Weight (per certificate)	$20.00	$20.00
Carpet (per ton)	$121.00	$100.00
Mattresses, limit of 10 per load (Must be dry, clean, and pest free)	No Charge	No Charge
Sharps	No Charge	No Charge
Automotive Batteries	No Charge	No Charge
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge	No Charge
Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

1. Scrap Metal must be free of brush, asphalt, concrete, bricks, boulders, litter, and hazardous constituents.
2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 80% INCREASE

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$5.50
Per Cubic Yard / Minimum Weigh Charge	$18.00	$32.50
Per Ton	$121.00	$218.00
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$18.00
Per Ton	$55.00	$99.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$17.00
Appliances		
Non-refrigerated Appliances	$9.50	$17.00
Freon Refrigerated Appliances	$20.00	$36.00
Ammonia Refrigerated Appliances	$20.00	$61.00
Sulfur Dioxide Refrigerated Appliances	$20.00	$76.00
Scrap Metal[1]		
Minimum Charge	No Charge	No Charge
Per Cubic Yard	No Charge	No Charge
Per Ton, Separated	No Charge	No Charge
Per Ton, Mixed with non-ferrous metals and/or refuse	$121.00	$218.00
Tires (size W x Dia.) (No Tires >15 Ply Accepted)		
Passenger Tires without rims (<12" x 26")	$3.00	$5.50
Truck Tires without rims (12" x 26" to 17.5" x 34")	$6.00	$11.00
Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
Rim Charge	$2.25	$4.00
Concrete, Asphalt, Bricks		
Minimum Charge (not greater than 12" in any direction w/o rebar)	No Charge	$1.00
Per Cubic Yard (not greater than 12" in any direction w/o rebar)	No Charge	$7.50
Per Ton (not greater than 12" in any direction w/o rebar)	No Charge	$15.00
Per Ton (greater than 12" in any direction or containing rebar)	$121.00	$218.00
Dead Animals		
Per Animal (250 lbs or less)	$15.00	$15.00
Per Animal (over 250 lbs)	$121.00	$52.00
8u		
Minimum Charge	No Charge	No Charge
Per Ton	No Charge	No Charge
Universal Waste (Fluorescent Tubes/Bulbs, Household Batteries, Electronic Devices)		
Business Size / Industrial Printers (free standing printers/plotters) (each)	$15.00	$15.00
CRT/LCD (television/computer) Screens 36" or greater diagonal (each)	$15.00	No Charge
Fluorescent Light Tubes (per linear foot)	No Charge	$0.50
Coated Shattershield, Dipped Lamps (each)	No Charge	$2.00
ARC & UV Lamps (each)	No Charge	$2.00
High Intensity Discharge Lamps (each)	No Charge	$2.00
High / Low Pressure Sodium Lamps (each)	No Charge	$2.00
PCB Ballasts (per lb)	No Charge	$3.00
Non-PCB Ballasts (per lb)	No Charge	$0.50
Lead Acid UPS/Battery Backup (per lb)	No Charge	$0.50
Other E-Waste	No Charge	No Charge
Miscellaneous		
Hard to Handle (any material that requires special handling, per hour, 1 hr min.)	$100.00	$100.00
Certified Weight (per certificate)	$20.00	$20.00
Carpet (per ton)	$121.00	$100.00
Mattresses, limit of 10 per load (Must be dry, clean, and pest free)	No Charge	No Charge
Sharps	No Charge	No Charge
Automotive Batteries	No Charge	No Charge
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge	No Charge
Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

1. Scrap Metal must be free of brush, asphalt, concrete, bricks, boulders, litter, and hazardous constituents.
2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

MARIPOSA COUNTY BOARD OF SUPERVISC | **AGENDA ACTION FORM** | **DATE**: February 26, 2008 AGENDA ITEM NO. 5

DEPARTMENT: Public Works/Solid Waste

BY: Dana Hertfelder
PHONE: 966-5356

Res # 08-78

RECOMMENDED ACTION AND JUSTIFICATION:

Public Hearing to consider a proposed increase in fees for the Mariposa County landfill and transfer stations; approval of the proposed fee schedule.

Fees for the Mariposa County landfill and transfer stations were last reviewed in November 2005. At that time the Board was considering whether County staff would operate the compost facility and landfill or if it would be better to contract the work out. The decision was made to have County staff perform the work and fees were increased to cover the estimated cost of operations. There were varying opinions at that time concerning how much staffing and equipment was needed to properly operate the compost facility. Public Works was directed to keep our fee increase as low as possible, and we did this based on the best information we had at the time. Part of the method for keeping rates low was to use Extra Help staff for four Maintenance Worker positions instead of having permanent employees. Two of those four positions were later converted to permanent.

At this time there are five major factors contributing to the need for an increase in fees.

1) Total Waste Systems has requested an increase in the rate per hour charged for hauling waste from the transfer stations to the landfill (letter attached). Fuel costs have increased dramatically over the past couple of years, making trucking services of any type more expensive. Total Waste is requesting that their rate per hour for front loader truck service be increased to $90 per hour. The Board approved an amendment to the Total Waste Systems hauling agreement on September 27, 2005 to cover the cost of an additional weekly trip from the Don Pedro transfer station to the landfill. The rate per hour for this amendment was $90 per hour. Public Works believes the current request by Total Waste is reasonable but we told them that we would need to increase our tipping fees to cover this additional cost, so their request is still pending. Our estimate of the increased cost for hauling services on an annual basis is $65,000.
2) The Board approved an increase in wages of 5% for SEIU employees effective November 1, 2006, and an increase of 7% for Facilities Maintenance Workers and Gate Attendants effective November 1, 2007. Benefits were also increased in 2007. A worksheet is attached showing wage/benefit increases for the Solid Waste employee positions. The total cost of these increases along with annual merit increases is $119,110. Since the Solid Waste division is an enterprise fund and receives no General Fund contribution, these increased costs must be covered by fees charged to landfill customers.
3) Public Works administration staff charges to the Solid Waste division have also increased significantly. Public Works has a cost allocation plan whereby salaries, benefits and some incidental costs (copy paper, County vehicle use, etc) are charged to non-general fund budget units within our department as well as County Service Areas. Part of the formula for this calculation is based on the number of employees in each division. Until a few years ago the only permanent employee in the Solid Waste division was the manager, but now there are 13 full time positions. In support of the Solid Waste division Public Works administration staff processes invoices, enters timecards, generates commercial account billings and processes commercial payments, balances and enters cash deposits from the landfill and transfer stations, tracks recycling and completes related paperwork, files reports with the State Board of Equalization and so forth. The annual increase to Solid Waste for these services is $58,467.
4) Equipment maintenance costs were originally estimated to be $50,000 annually. Actual costs for fiscal year 2006-07 were $84,000 and they may exceed that in the current year.

5) In our original estimated budget for operating the compost facility and landfill we included $40,000 per year for equipment replacement. The figure was a very rough number because we were still in the process of determining what equipment was essential for operations. We had not performed a thorough analysis of how much funding should be set aside each year based on purchase price, inflation factors, and the estimated useful life of the equipment. Later on when we did this detailed work the amount needed for equipment replacement turned out to be about $123,000 per year, and since we added the Tarpomatic machine the amount has increased to roughly $131,000 per year.

In a recent analysis of the revenue and expense for the Solid Waste division for the current fiscal year, we found out that commercial revenue for the period of July through December 2007 was down approximately $64,000 or 10% from the same period last year. Residential revenue for July '07 through January '08 was down about $43,000 or 15%. The good news is that recycling revenue is up by $56,000 or 34%, but combining all three revenue sources we are still down by $51,000. Overall our expenses are pretty much on track with the budget. This means if current trends continue we could be operating at a loss for the current fiscal year if a fee increase is not approved.

Based on the above factors, Public Works is recommending a fee increase of 50 cents per 33-gallon bag/can from $2.50 to $3.00, and raising the per ton fee from $104.00 to $121.00. A comparison chart showing fees charged per 33-gallon bag/can in neighboring Counties is attached. Our proposed fee is very comparable to what many of these other jurisdictions are charging.

The proposed fees we are recommending were discussed at the meeting of the AB939 Local Task Force held on January 30, 2008. All members present voted in favor of the recommended increase except one member who abstained.

Public Works is requesting approval of the proposed fee schedule in order to keep the Solid Waste enterprise fund operating on a sound financial footing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the current fee structure for the landfill and transfer stations on December 6, 2005 Res. No. 05-574.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the requested action; the Solid Waste division would at some point start operating at a loss.

Approve a fee increase other than the one recommended.

Financial Impact? (※) Yes ( ) No Current FY Cost: Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer
Unanticipated Revenue 4/5's vote
Transfer Between Funds 4/5's vote
Contingency 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively
1. Summary of major cost increases
2. Total Waste letter regarding hauling
3. Salary and benefits worksheet
4. Equipment replacement worksheet
5. Proposed fee schedule
6. Fee comparison worksheet
7. Public hearing notice

CLERK'S USE ONLY:
Res. No.: 08-78 Ord. No. _____
Vote – Ayes: 4 Noes: _____
Absent: Pickard
( ) Approved
(X) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended
_____ No Opinion
Comments:

_____
_____
_____
_____
_____
_____
_____

CAO: JJ BB

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

LYLE TURPIN, CHAIR	DISTRICT II
DIANNE A. FRITZ, VICE CHAIR	DISTRICT IV
BRAD ABORN	DISTRICT I
JANET BIBBY	DISTRICT III
BOB PICKARD	DISTRICT V

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: DANA HERTFELDER, Public Works Director

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: PUBLIC HEARING to Consider a Proposed Increase in Fees for the Mariposa County Landfill and Transfer Station; Approval of the Proposed Fee Schedule

RESOLUTION 08-78

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on February 26, 2008

ACTION AND VOTE:

2:10 p.m. Dana Hertfelder, Public Works Director;
PUBLIC HEARING to Consider a Proposed Increase in Fees for the Mariposa County Landfill and Transfer Station; Approval of the Proposed Fee Schedule
BOARD ACTION: Dana Hertfelder presented the staff report, and Carl Casey/Public Works Administrator presented information on the details of the proposed increase in fees. Staff responded to questions from the Board relative to implementing a recycling education program with the schools and the public; ways to improve recycling including consideration of incentives; whether the transfer station disposal fees cover the costs for the extra hauling; whether there is a process for checking for out-of-county residents to know when to charge that rate; relative to the proposed fee changes; relative to the life expectancy of the landfill and planning for the future and how the costs will be covered; relative to factoring in all operational costs, including the salary increases that have been approved; whether the draining of Freon is done in house or by an outside vendor; whether there is a County ordinance that prohibits accepting out-of-county waste; relative to the hauling services provided by Total Waste Systems and runs being coordinated with other work; whether the transfer stations have also seen a 17 percent reduction in residential waste and whether an additional bin could be added to save hauling trips; and relative to the recyclables.

Fred Youngren, currently managing Total Waste Systems, responded to the questions relative to their coordination of hauls in Fish Camp with pick ups from their private contracts in Wawona and Yosemite West. He advised that they are full on their trips and they are not seeing a reduction; and he noted that there are regulations that govern the size of the transfer station facilities. He responded to the questions relative to the recyclables.

The public portion of the hearing was opened and input was provided by the following:

Gary Francisco, Midpines, provided input on the discussion that was held at a recent Midpines Planning Advisory Committee meeting relative to this fee increase proposal and relative to the increased costs of operating the compost facility because people are not recycling.

Dana Hertfelder provided input relative to a recent study of the material from a compost vessel and of the large amount of material that is being disposed of that is difficult to process.

Gary Francisco continued with his input and stated he feels that we should be addressing how to control the high percentage of recyclable material that is going into the compost facility versus just raising

the fees. He feels that the people that are recycling are paying higher fees to cover the costs for those that don't recycle. He also commented that the trash from the service contractors is not sorted. He feels that as the population and waste increase we will always be chasing costs with fee increases. He suggested that the rates be higher for people bringing in mixed waste, with penalties if the people declare incorrectly that their trash is sorted; that trash service contractors be required to provide recycle containers and pick them up or pay a premium rate; and the County launch an "aggressive" publicity campaign for recycling, with a goal of significantly reducing the amount of recyclables in the waste stream.

The public portion of the hearing was closed and the Board commenced with deliberations. Dana Hertfelder noted that the County has operated the compost facility since July 2006 and the landfill since 2005, and they are still learning a lot. (M)Aborn, (S)Fritz, Res. 08-78 was adopted approving the recommended fee increases for the landfill and transfer stations effective March 1, 2008. Supervisor Aborn stated he would like to see a recycling program in place before considering fee increases again. Supervisor Fritz commented on the importance of watching the packaging on items being purchased to reduce the waste. Ayes: Aborn, Turpin, Bibby, Fritz; Excused: Pickard.

Cc: Chris Ebie, Auditor
Thomas P. Guarino, County Counsel
File

MARIPOSA COUNTY
SOLID WASTE DIVISION

MAJOR COST INCREASES SINCE LAST RATE REVIEW (NOVEMBER 2005)

	DESCRIPTION	ESTIMATED ANNUAL INCREASE
1	Total Waste Systems hauling agreement for transfer stations	$65,000
2	Salaries and benefits (COLA increases, merit increases)	$119,110
3	Public Works Administration staff charges to Solid Waste division	$58,467
4	Equipment maintenance	$30,000
5	Equipment replacement cost	$91,000
	Total	$363,577

attachment #1

MARIPOSA COUNTY TOTAL WASTE SYSTEMS, INC.
c/o Stuart H. Katte
38382 S. Desert Bluff Drive
SaddleBrooke, AZ 85730-2169
phone/fax 520-818-2605
cell 707-479-0005

RECEIVED
JAN 17 2007
MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE & RECYCLING DIVISION

JAN 0 9 '07

January 5, 2007

Dana Hertfelder, Director
Mariposa County Dept. Of Public Works
4639 Ben Hur Road
Mariposa, CA 95339

RE: Transfer Station Hauling Agreement

Dear Mr Hertfelder:

Section 4.05 of the 3rd Amendment To Contract For Services as authorized by Board of Supervisors Resolution No. 04-470 allows us to request "Increases in Payment" between January 1 and February 25. This letter is such a request.

The rates set forth in the 3rd Amendment to do not cover the cost of doing business in today's world nor do they adequately reflect the cost of operating the type of equipment that is used to provide services under the contract.

The existing agreement sets forth an hourly rate of $30 per hour for the hauling of the CRT'S. We are requesting that this rate be increased to $55 per hour which more accurately reflects the cost of operating the container truck used to provide this service.

The agreement also only allows us to charge "the applicable debris box rate" to the County for hauling of debris boxes for white goods and metal. Other debris boxes such as those used to haul cardboard are presently done at no cost to the County. We are requesting that all debris box service at the transfer stations be done at the applicable debris box rate or that the County take over this portion of the contract using your new debris box truck with TWS continuing to provide the CRT, front loader service and bin recycling service for items such as aluminum, glass and plastic containers, tin, newsprint and mixed paper.

Last year via Resolution No. 05-466, the contract was amended to compensate TWS for the fifth weekly trip for the Don Pedro Transfer Station that we had been doing for years without compensation. The per hour rate used and approved for a front loader for that amendment was $90 per hour. I am proposing to use the same hourly rate for this request and one that I am sure you will

attachment #2

agree is in line with hourly rates you are presently paying for trucking especially considering the complicated and expensive hydraulic workings of a front loader as well as the high initial cost of such trucks. Accordingly we are requesting that the contract set forth a monthly amount of $11,106.45 for all solid waste (garbage) front loader service. Attached for your review is a chart setting forth how this amount was derived.

Lastly, we now handle the collection of recyclables other than cardboard using a front loader as we do single stream recycling. We make one trip weekly to the transfer stations to collect all recyclables with a front loader. The round trip for Don Pedro, Coulterville and Hornitos takes about 3.5 hours once a week for a monthly cost of $1,363.95. This figure is arrived at by using a cost of $90 per hour X 3.5 hours per trip per week X 4.33 weeks in a month. This amount needs to be added to the contract.

I will be in Mariposa on Friday, January 26, 2007 and can meet with you at that time to answer any additional questions you may have regarding our request..

Look forward to hearing from you or Darlene to set up a meeting with you on the 26th.

Sincerely yours,

Stuart H. Katte

Stuart H. Katte

attachment

ATTACHMENT TO LETTER DATED JANUARY 5, 2007 TO
DANA HERTFELDER RE: TRANSFER STATION HAULING AGREEMENT

Solid Waste Hauling Calculations

WEEKLY HAULING COST

Don Pedro (weekly Hornitos trip mixed in with Don Pedro trip)	
5 trips X 3.5 hours per trip X $90 per hour	$1,575.00
Coulterville	
3 trips X 3 hours per trip X $90 per hour	$ 810.00
Fish Camp (Only charging for 2 hours as we do other work in the area at the same time)	
1 trip X 2 hours per trip X $90 per hour	$ 180.00
Total Per Week Cost	**$2,565.00**

MONTHLY HAULING COST

Per month equals $2,565.00 weekly cost X 4.33 weeks per month or **$11,106.45**

Salary And Benefits Comparison Chart - Solid Waste

Position	Step	Salary Range	FY 05-06 Annual Salary	% Benefit	FY 05-06 Annual Benefits	Total	Step	Salary Range	FY 07-08 Annual Salary	% Benefit	FY 07-08 Annual Benefits	Total
Solid Waste Manager	4	47	$ 52,768	53%	$ 27,967	$ 80,735	5	418	$ 61,385	53%	$ 32,534	$ 93,919
Maintenance Foreman	3	214	$ 36,289	50%	$ 18,144	$ 54,433	5	184	$ 44,252	52%	$ 23,011	$ 67,263
Maintenance Wkr. III	3	184	$ 31,261	57%	$ 17,819	$ 49,079	5	163	$ 39,337	59%	$ 23,209	$ 62,546
Maintenance Wkr. I	1	142	$ 23,005	66%	$ 15,183	$ 38,188	1	124	$ 26,239	68%	$ 17,843	$ 44,082
Maintenance Wkr. I	1	142	$ 23,005	66%	$ 15,183	$ 38,188	2	124	$ 27,550	68%	$ 18,734	$ 46,284
Maintenance Wkr. I	1	142	$ 23,005	66%	$ 15,183	$ 38,188	2	124	$ 27,550	68%	$ 18,734	$ 46,284
Maintenance Wkr. I/II	1	142	$ 23,005	64%	$ 14,723	$ 37,728	2	140	$ 30,141	66%	$ 19,893	$ 50,034
Maintenance Wkr. I	1	142	$ 23,005	66%	$ 15,183	$ 38,188	1	124	$ 26,239	68%	$ 17,843	$ 44,082
Maintenance Wkr. II	1	160	$ 25,165	66%	$ 16,609	$ 41,774	2	140	$ 30,141	68%	$ 20,496	$ 50,637
Maintenance Wkr. I	1	142	$ 23,005	59%	$ 13,573	$ 36,578	2	124	$ 27,550	61%	$ 16,806	$ 44,356
Maintenance Wkr. II	1	160	$ 25,165	57%	$ 14,344	$ 39,510	2	140	$ 30,141	59%	$ 17,783	$ 47,924
Gate Attendant	2	120	$ 21,649	57%	$ 12,340	$ 33,989	4	110	$ 27,215	59%	$ 16,057	$ 43,272
Gate Attendant	1	120	$ 20,617	57%	$ 11,752	$ 32,369	1	110	$ 23,508	59%	$ 13,870	$ 37,378
						$ 558,949						**$ 678,059**

(5)

$ 678,059
$ (558,949)
$ 119,110

Attachment # 3

Solid Waste Equipment Replacement Worksheet

Equipment Description	Condition	Original Cost	Estimated Replacement Cost	Estimated Life	Annual Replacement Dollars	Cumulative Totals By Year									
						FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16
Compactor	Used	$ 87,945	$ 416,740	10 yrs	$ 41,674	$ 41,674	$ 83,348	$125,022	$166,696	$208,370	$250,044	$291,718	$333,392	$375,066	$ 416,740
924	New	$158,946	$ 212,988	10 yrs	$ 21,299	$ 21,299	$ 42,598	$ 63,897	$ 85,196	$106,495	$127,794	$149,093	$170,392	$191,691	$ 212,990
416D	New	$ 66,750	$ 89,445	10 yrs	$ 8,945	$ 8,945	$ 17,890	$ 26,835	$ 35,780	$ 44,725	$ 53,670	$ 62,615	$ 71,560	$ 80,505	$ 89,450
Dozer (cab)	Used (Retrofit)	$103,660 $ 55,881	$ 335,000	10 yrs	$ 33,500	$ 33,500	$ 67,000	$100,500	$134,000	$167,500	$201,000	$234,500	$268,000	$301,500	$ 335,000
Roll-off Truck	New	$131,938	$ 176,797	10 yrs	$ 17,680	$ 17,680	$ 35,360	$ 53,040	$ 70,720	$ 88,400	$106,080	$123,760	$141,440	$159,120	$ 176,800
Tarpomatic	New	$ 65,489	$ 87,755	10 yrs	$ 8,776	$ -	$ 8,776	$ 17,552	$ 26,328	$ 35,104	$ 43,880	$ 52,656	$ 61,432	$ 70,208	$ 78,984
					$ 131,874										$1,309,964

Attachment #4

MARIPOSA COUNTY LANDFILL
DISPOSAL FEE SCHEDULE
2007-08

ITEM FOR DISPOSAL	CURRENT FEE	PROPOSED FEE
1 - 33 GALLON CONTAINER	$2.50	$3.00
2 - 33 GALLON CONTAINERS	$5.00	$6.00
3 - 33 GALLON CONTAINERS	$7.50	$9.00
4 - 33 GALLON CONTAINERS	$10.00	$12.00
5 - 33 GALLON CONTAINERS	$12.50	$15.00
6 - 33 GALLON CONTAINERS	$15.00	$18.00
1 CUBIC YARD OF MATERIAL	$14.25	$17.00
1 1/4 CUBIC YARDS OF MATERIAL	$17.75	$21.25
1 1/2 CUBIC YARDS OF MATERIAL	$21.50	$25.50
1 3/4 CUBIC YARDS OF MATERIAL	$25.00	$29.75
2 CUBIC YARDS OF MATERIAL	$28.50	$34.00
UNCOMPACTED LOAD: PER CUBIC YARD	$14.25	$17.00
COMPACTED LOAD: PER CUBIC YARD	$28.50	$34.00
TIRES	$3.00	$3.00
RIM CHARGE	$2.00	$2.25
TIRES, TRUCK	$6.00	$6.00
BULKY ITEMS (Appliances, Mattresses, etc.)	$8.25	$9.50
E-WASTE (Televisions, Monitors, etc.)	$5.50	$5.50
REFRIGERATED APPLIANCES	$20.00	$20.00
BRUSH (cubic yard)	$10.50	$10.50
HARD TO HANDLE ITEMS (Mobile homes, trailers, stumps over 2' diameter, etc.)	$100.00 flat fee	$100.00 flat fee
HOURLY RATE for Operator & Equipment (to dispose of hard to handle items.)	$100.00 per hour	$100.00 per hour
PER TON	$104.00	$121.00
ANNUAL PASS	$242.50	Eliminate
OUT OF COUNTY PER TON	$199.00	$242.00

Effective Date for Proposed Fees:
March 1, 2007

attachment #5

MARIPOSA COUNTY TRANSFER STATION
DISPOSAL FEE SCHEDULE
2007-08

ITEM FOR DISPOSAL	CURRENT FEE	PROPOSED FEE
HOUSEHOLD GARBAGE:		
County Residents		
Per Can/Bag 33 Gallon	$3.00	$3.50
Per Can/Bag 55 Gallon	$5.00	$6.00
Minimum Load (less than 1 Cubic Yard)	$13.00	$15.50
Per Cubic Yard	$16.50	$19.75
Out of County Residents		
Minimum Load (less than 1 Cubic Yard)	$40.60	$31.00
Per Cubic Yard	$48.50	$39.50
TIRES:		
County Residents		
Passenger/Pick-Up (w/out rim)	$3.00	$3.00
Passenger/Pick-Up RIM CHARGE	$2.25	$2.50
Out of County Residents		
Passenger/Pick-Up (w/out rim)	$9.00	$6.00
Passenger/Pick-Up RIM CHARGE	$2.25	$5.00
BULKY ITEMS (Appliances, Mattresses, etc.)	$10.00	$11.50
E-WASTE (Televisions, Monitors, etc.)	$8.25	$8.25
REFRIGERATED APPLIANCES	$25.00	$25.00
BRUSH (cubic yard)	$12.50	$12.50

Effective Date for Proposed Fees:
March 1, 2007

\TE FEE SCHEDULE - SELECTED COUNTIES

El Dorado	Madera	Merced	Mono	S.Tahoe	Tuolumne	Groveland
	N. Fork Transfer				Cal Sierra Transfer	
$5.80 (per 2 cans)	$1.00		$1.50	$4.35		
		$15.00 *			$12.60	$14.70 *
			$60.00			
$139.20	$48.00	$180.00	$132.00	$208.80	$151.20	$176.40

PUBLIC HEARING NOTICE

On Tuesday, February 26, 2008 at 2:00 p.m. the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to consider a proposed rate increase for fees charged at the Mariposa County landfill and transfer stations.

Any member of the general public may appear at the hearing and be heard or provide written input. You may also mail a letter to the Clerk of the Board (PO Box 784, Mariposa, CA 95338) stating your opinion that will be included as a part of the public hearing.

Information on the proposed fees is available at the Public Works Department at 4639 Ben Hur Road, Mariposa, CA, 95338, phone number (209) 966-5356.

Dana Hertfelder
Public Works Director
Publication Dates: 1/10/08, 1/17/08:2C

(16) attachment #7

cc: BS PWD CAO (Rec'd 2/26 BS Mtg.) file

Gary Francisco

From: "Gary Francisco" <garyfrancisco@sierratel.com>
Sent: Sunday, February 24, 2008 9:40 AM
Subject: Dump Fee Increase Proposal

I've been thinking about the dump fee increase issue and here's what's bothering me about it.

1) Maybe by raising fees it would pressure some people who are not recycling to do so, to minimize their cost of dumping. But I don't think an incremental increase would have much effect on those people, or they would have started recycling on the last increase (which wasn't that long ago).

2) Meanwhile, the increase is hitting people who are recycling and trying to be responsible citizens. In other words, the people who don't want to make the effort to recycle are costing the people who do make the effort (sounds like socialism, doesn't it?).

3) The trash service contractors, who are picking up trash from apartments, businesses and public facilities, are contributing a significant mixed trash stream to the composting facility at bulk rates. Raising trash service contractor rates incrementally would not have any direct effect on the amount of re-cyclables in the trash they contribute.

4) The composting facility, by design, is not capable of sorting re-cyclables out of the mixed trash stream efficiently. Therefore, as the County population increases and the mixed trash stream increases, we will always be chasing handling costs with rate increases.

I believe the issue needs to be addressed at multiple levels. Here are some rough ideas, for thought.

1) Raise the rates for people who bring in mixed trash. Keep the present rates for people who are separating re-cylclables. Have all traffic go through the check-in station and declare "mixed" or "non re-cyclable" trash and pay accordingly. If they don't have separate containers of re-cyclables loaded with their trash containers, it is probably mixed. A quick check when it is dumped on the floor of the composting facility by the workers present would verify trash content. Persons who declare incorrectly to get the cheaper rate could be charged additionally on the way out through the check station. This would reward the responsible citizens for their recycling efforts, and put the burden on those who don't recycle.

2) Trash service contractors should be required to provide recycle containers to their customers and provide periodic pickup of these containers as part of their service. This method is successfully used in many urban areas. Separate trucks hauling only re-cyclables are used at less frequent pickup intervals than regular trash pickups to collect re-cyclables from their customers. Contractors not wishing to do this should have to pay a premium rate for dumping mixed trash at the composting facility.

3) An aggressive publicity campaign should be launched by the County to encourage citizens to recycle. A recycle program identity should be created, ie: slogans, symbols, media support. The message about need and reward for the community should be emphasized. An occasional article in The Gazette won't do it! The goal should be to significantly reduce the percentage of re-cyclables in the composting facility trash stream even with increases in the stream, **not just to collect more money to offset handling costs.**

Thanks for listening,

Gary

Solid Waste and Recycling Facility Fee Schedule

Mariposa County
Department of Public Works

Solid Waste Study Findings and Recommendations

Implementing many of the recommendations outlined in the Solid Waste Study hinges upon the financial stability of the Enterprise Fund. This necessitates additional spending to enact changes, with the potential for cost savings to materialize thereafter.

- **45% rate increase is required to address the current budget shortfall**
- **80% rate increase for all landfill and transfer station rates is required to fully fund the enterprise fund**
- **Recommended additional annual expenditures:**
  - **An additional $286,292 contribution to the Closure/Post Closure Fund (486k Total)**
  - **$93,600 Capital Projects Funding**
  - **$60,000 additional contribution to the equipment replacement fund**
  - **$193,732 to an operating reserve fund**
  - **Total: $633,624**

FY25 Budget Planning

Recommend Annual Expenditures Included in Budget

- **$286,000 additional contribution to the Closure/Post Closure Fund**
- **$60,000 Additional contribution to the Equipment Replacement Fund**

Additional Expenditures for Implementing 30/70 Hybrid Model

- **$300,000 for Transportation**
- **$373,000 for Third-Party Disposal**

Total Additional Expenditures: $979,000

Fees

Service		Current	45% Increase	50% Increase	60% Increase	80% Increase
Household Trash						
	33G Container	$3.00	$4.50	$4.50	$5.00	$5.50
	Cubic Yard	$18.00	$26.00	$27.00	$29.00	$32.50
	Ton	$121.00	$175.50	$181.50	$193.50	$218.00
Brush						
	Minimum	$10.00	$14.50	$15.00	$16.00	$18.00
	Ton	$55.00	$80.00	$82.50	$88.00	$99.00
Bulky Item						
	Flat Fee	$9.50	–	–	–	–
	Surcharge	–	$14.00	$14.50	$15.00	$17.00

Budget Summary

No Changes					
	Current	45% Increase	50% Increase	60% Increase	80% Increase
Revenue	$2,341,500	$3,151,500	$3,241,500	$3,421,500	$3,781,500
Expense	$2,770,476	$2,770,476	$2,770,476	$2,770,476	$2,770,476
Balance	($428,976)	$381,024	$471,024	$651,024	$1,011,024

Closure Only					
	Current	45% Increase	50% Increase	60% Increase	80% Increase
Revenue	$2,341,500	$3,151,500	$3,241,500	$3,421,500	$3,781,500
Expense	$3,056,476	$3,056,476	$3,056,476	$3,056,476	$3,056,476
Balance	($714,976)	$95,024	$185,024	$365,024	$725,024

Budget Summary (cont.)

Solid Waste Study Recommended Additional Annual Expenditures					
	Current	45% Increase	50% Increase	60% Increase	80% Increase
Revenue	$2,341,500	$3,151,500	$3,241,500	$3,421,500	$3,781,500
Expense	$3,404,100	$3,404,100	$3,404,100	$3,404,100	$3,404,100
Balance	($1,062,600)	($252,600)	($162,600)	$17,400	$377,400

FY25 Budget Planning					
	Current	45% Increase	50% Increase	60% Increase	80% Increase
Revenue	$2,341,500	$3,151,500	$3,241,500	$3,421,500	$3,781,500
Expense	$3,749,476	$3,749,476	$3,749,476	$3,749,476	$3,749,476
Balance	($1,407,976)	($597,976)	($507,976)	($327,976)	$32,024

How Do We Compare?

	Mariposa County	Trinity County
Population	17,131	16,112
Percent of Population 65+	30.1%	30.6%
Median Household Income	$60,021	$47,317
Square Miles	1,449	3,179
33G Container	$3.00	$5.00
Cubic Yard	$18.00	$30.00
Ton	$121.00	$300.00
Brush, Cubic Yard	$10.00	$5.00
Scrap Metal, Ton	No Charge	$38.00
Annual Parcel Fee	None	$100.00

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 80% INCREASE

I.4

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$4.50
Per Cubic Yard / Minimum Weigh Charge	$18.00	$27.00
Per Ton	$121.00	$181.50
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$15.00
Per Ton	$55.00	$82.50
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$14.50
Appliances		
Non-refrigerated Appliances	$9.50	$14.50
Freon Refrigerated Appliances	$20.00	$30.00
Ammonia Refrigerated Appliances	$20.00	$55.00
Sulfur Dioxide Refrigerated Appliances	$20.00	$70.00
Scrap Metal[1]		
Minimum Charge	No Charge	No Charge
Per Cubic Yard	No Charge	No Charge
Per Ton, Separated	No Charge	No Charge
Per Ton, Mixed with non-ferrous metals and/or refuse	$121.00	$181.50
Tires (size W x Dia.) (No Tires >15 Ply Accepted)		
Passenger Tires without rims (<12" x 26")	$3.00	$4.50
Truck Tires without rims (12" x 26" to 17.5" x 34")	$6.00	$9.00
Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
Rim Charge	$2.25	$3.50
Concrete, Asphalt, Bricks		
Minimum Charge (not greater than 12" in any direction w/o rebar)	No Charge	$1.00
Per Cubic Yard (not greater than 12" in any direction w/o rebar)	No Charge	$7.50
Per Ton (not greater than 12" in any direction w/o rebar)	No Charge	$15.00
Per Ton (greater than 12" in any direction or containing rebar)	$121.00	$181.50
Dead Animals		
Per Animal (250 lbs or less)	$15.00	$15.00
Per Animal (over 250 lbs)	$121.00	$52.00
8u		
Minimum Charge	No Charge	No Charge
Per Ton	No Charge	No Charge
Universal Waste (Fluorescent Tubes/Bulbs, Household Batteries, Electronic Devices)		
Business Size / Industrial Printers (free standing printers/plotters) (each)	$15.00	$15.00
CRT/LCD (television/computer) Screens 36" or greater diagonal (each)	$15.00	No Charge
Fluorescent Light Tubes (per linear foot)	No Charge	$0.50
Coated Shattershield, Dipped Lamps (each)	No Charge	$2.00
ARC & UV Lamps (each)	No Charge	$2.00
High Intensity Discharge Lamps (each)	No Charge	$2.00
High / Low Pressure Sodium Lamps (each)	No Charge	$2.00
PCB Ballasts (per lb)	No Charge	$3.00
Non-PCB Ballasts (per lb)	No Charge	$0.50
Lead Acid UPS/Battery Backup (per lb)	No Charge	$0.50
Other E-Waste	No Charge	No Charge
Miscellaneous		
Hard to Handle (any material that requires special handling, per hour, 1 hr min.)	$100.00	$100.00
Certified Weight (per certificate)	$20.00	$20.00
Carpet (per ton)	$121.00	$100.00
Mattresses, limit of 10 per load (Must be dry, clean, and pest free)	No Charge	No Charge
Sharps	No Charge	No Charge
Automotive Batteries	No Charge	No Charge
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge	No Charge
Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

1. Scrap Metal must be free of brush, asphalt, concrete, bricks, boulders, litter, and hazardous constituents.
2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 80% INCREASE

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$5.00
Per Cubic Yard / Minimum Weigh Charge	$18.00	$29.00
Per Ton	$121.00	$193.50
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$16.00
Per Ton	$55.00	$88.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$15.00
Appliances		
Non-refrigerated Appliances	$9.50	$15.00
Freon Refrigerated Appliances	$20.00	$32.00
Ammonia Refrigerated Appliances	$20.00	$57.00
Sulfur Dioxide Refrigerated Appliances	$20.00	$72.00
Scrap Metal[1]		
Minimum Charge	No Charge	No Charge
Per Cubic Yard	No Charge	No Charge
Per Ton, Separated	No Charge	No Charge
Per Ton, Mixed with non-ferrous metals and/or refuse	$121.00	$193.50
Tires (size W x Dia.) (No Tires >15 Ply Accepted)		
Passenger Tires without rims (<12" x 26")	$3.00	$5.00
Truck Tires without rims (12" x 26" to 17.5" x 34")	$6.00	$9.50
Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
Rim Charge	$2.25	$3.50
Concrete, Asphalt, Bricks		
Minimum Charge (not greater than 12" in any direction w/o rebar)	No Charge	$1.00
Per Cubic Yard (not greater than 12" in any direction w/o rebar)	No Charge	$7.50
Per Ton (not greater than 12" in any direction w/o rebar)	No Charge	$15.00
Per Ton (greater than 12" in any direction or containing rebar)	$121.00	$193.50
Dead Animals		
Per Animal (250 lbs or less)	$15.00	$15.00
Per Animal (over 250 lbs)	$121.00	$52.00
8u		
Minimum Charge	No Charge	No Charge
Per Ton	No Charge	No Charge
Universal Waste (Fluorescent Tubes/Bulbs, Household Batteries, Electronic Devices)		
Business Size / Industrial Printers (free standing printers/plotters) (each)	$15.00	$15.00
CRT/LCD (television/computer) Screens 36" or greater diagonal (each)	$15.00	No Charge
Fluorescent Light Tubes (per linear foot)	No Charge	$0.50
Coated Shattershield, Dipped Lamps (each)	No Charge	$2.00
ARC & UV Lamps (each)	No Charge	$2.00
High Intensity Discharge Lamps (each)	No Charge	$2.00
High / Low Pressure Sodium Lamps (each)	No Charge	$2.00
PCB Ballasts (per lb)	No Charge	$3.00
Non-PCB Ballasts (per lb)	No Charge	$0.50
Lead Acid UPS/Battery Backup (per lb)	No Charge	$0.50
Other E-Waste	No Charge	No Charge
Miscellaneous		
Hard to Handle (any material that requires special handling, per hour, 1 hr min.)	$100.00	$100.00
Certified Weight (per certificate)	$20.00	$20.00
Carpet (per ton)	$121.00	$100.00
Mattresses, limit of 10 per load (Must be dry, clean, and pest free)	No Charge	No Charge
Sharps	No Charge	No Charge
Automotive Batteries	No Charge	No Charge
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge	No Charge
Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

1. Scrap Metal must be free of brush, asphalt, concrete, bricks, boulders, litter, and hazardous constituents.
2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 50% INCREASE

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$4.50
Per Cubic Yard / Minimum Weigh Charge	$18.00	$27.00
Per Ton	$121.00	$181.50
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$15.00
Per Ton	$55.00	$82.50
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$14.50
Appliances		
Non-refrigerated Appliances	$9.50	$14.50
Freon Refrigerated Appliances	$20.00	$30.00
Ammonia Refrigerated Appliances	$20.00	$55.00
Sulfur Dioxide Refrigerated Appliances	$20.00	$70.00
Scrap Metal[1]		
Minimum Charge	No Charge	No Charge
Per Cubic Yard	No Charge	No Charge
Per Ton, Separated	No Charge	No Charge
Per Ton, Mixed with non-ferrous metals and/or refuse	$121.00	$181.50
Tires (size W x Dia.) (No Tires >15 Ply Accepted)		
Passenger Tires without rims (<12" x 26")	$3.00	$4.50
Truck Tires without rims (12" x 26" to 17.5" x 34")	$6.00	$9.00
Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
Rim Charge	$2.25	$3.50
Concrete, Asphalt, Bricks		
Minimum Charge (not greater than 12" in any direction w/o rebar)	No Charge	$1.00
Per Cubic Yard (not greater than 12" in any direction w/o rebar)	No Charge	$7.50
Per Ton (not greater than 12" in any direction w/o rebar)	No Charge	$15.00
Per Ton (greater than 12" in any direction or containing rebar)	$121.00	$181.50
Dead Animals		
Per Animal (250 lbs or less)	$15.00	$15.00
Per Animal (over 250 lbs)	$121.00	$52.00
8u		
Minimum Charge	No Charge	No Charge
Per Ton	No Charge	No Charge
Universal Waste (Fluorescent Tubes/Bulbs, Household Batteries, Electronic Devices)		
Business Size / Industrial Printers (free standing printers/plotters) (each)	$15.00	$15.00
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Fluorescent Light Tubes (per linear foot)	No Charge	$0.50
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ARC & UV Lamps (each)	No Charge	$2.00
High Intensity Discharge Lamps (each)	No Charge	$2.00
High / Low Pressure Sodium Lamps (each)	No Charge	$2.00
PCB Ballasts (per lb)	No Charge	$3.00
Non-PCB Ballasts (per lb)	No Charge	$0.50
Lead Acid UPS/Battery Backup (per lb)	No Charge	$0.50
Other E-Waste	No Charge	No Charge
Miscellaneous		
Hard to Handle (any material that requires special handling, per hour, 1 hr min.)	$100.00	$100.00
Certified Weight (per certificate)	$20.00	$20.00
Carpet (per ton)	$121.00	$100.00
Mattresses, limit of 10 per load (Must be dry, clean, and pest free)	No Charge	No Charge
Sharps	No Charge	No Charge
Automotive Batteries	No Charge	No Charge
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge	No Charge
Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

1. Scrap Metal must be free of brush, asphalt, concrete, bricks, boulders, litter, and hazardous constituents.
2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

Mariposa County Solid Waste and Recycling Facility
Disposal Fee Schedule
Price Comparison Summary
PROPOSED 60% INCREASE

Item for Disposal/Recycling	Current	Proposed
Mixed Municipal Solid Waste (Household Trash)		
33 GALLON CONTAINER (each)	$3.00	$5.00
Per Cubic Yard / Minimum Weigh Charge	$18.00	$29.00
Per Ton	$121.00	$193.50
Brush/Organics (manure, uncontaminated food waste, uncontaminated wood chips, yard clippings, limbs and stumps)		
Minimum Charge	$10.00	$16.00
Per Ton	$55.00	$88.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)		
Per Item Handling Charge (plus disposal fee)	$9.50	$15.00
Appliances		
Non-refrigerated Appliances	$9.50	$15.00
Freon Refrigerated Appliances	$20.00	$32.00
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Scrap Metal[1]		
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Large Tires (>17.5" x 34") (W x Dia^2/858)	N/A	Calculated Price
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Miscellaneous		
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Used Oil Filters (Unleaded/Diesel Engines Only)	No Charge	No Charge
New Business Account	$25.00	$30.00
Business Account Annual Renewal	$10.00	$24.00

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2. Soil must be free of brush, asphalt, concrete, bricks, boulders, litter, metal, and hazardous constituents.

I-4

BOS 04/09/24, Agenda Item I, 4: Public Works Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation.

Tue 4/9/2024 5:36 AM

To:Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from t. Learn why this is important

"Thirteen years ago, (April 2011) The Board of Supervisors approved a 60% fee increase for bringing their household trash to the Container Transfer Stations in Don Pedro, Coulterville, Hornitos and Fish Camp. At the same time the failed to actually fix the problem of funding for the Landfill in Town by not increasing the fees there as well. Now, we're faced the need to increase rates throughout the County by 80% to play catch-up. I understand the need for these increases and wholeheartedly support them, as long as the rates are not based on existing Container Transfer Station Rates. As long as they are based on the Power Point Slide #4 (of seven). Since, for the last 13 years, have had to bear the brunt of the fee increases it is only fair and equitable that the Town now chip in. The only other solution would be to move the Landfill to Bagby, that way we can all enjoy drive. Thank you."

Thank You,
Michael Day

Coulterville, CA 95311

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-147

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: ***TABLED from March 19th, 2024 to April 9th, 2024 at 9am or Soon Thereafter***

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter.

In 2021, Rural County Representatives of California (RCRC) applied for a grant to develop broadband strategic plans for its member counties. RCRC was eventually awarded the grant and contracted Tilson Technology to complete the plans. A draft plan for Mariposa County is now complete and was presented for public awareness and input at the January 16, 2024 Board of Supervisors meeting.

As part of the CPUC Local Agency Technical Assistance (LATA) grant, Tilson is preparing construction-ready, low-level network designs for 40 miles of “last mile” infrastructure in Mariposa for an initial phase of an open access broadband network. Tilson has created four priority polygons that are in some of the more densely populated areas in the County and would be most viable from a business standpoint for an open access broadband network (this is just the first phase of the design, and they then intend to do more). In each polygon, there would need to be a 9' by 12' "hut" that contains the electronics and some of the infrastructure for the network. A Tilson Field Engineer, after input from Mariposa County Engineer, evaluated possible County-owned sites for placement of “huts” and determined that the locations in the attached document would be best. The huts are all located on County-owned property. The exact locations are attached in the confirmation document and accompanying images.The hut site proposals have been reviewed by public works and planning and are now recommended for approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 16, 2024 the board discussed the Draft Broadband Strategic Plan and Mariposa County Broadband Planning and Feasibility Study.

Resolution 2021-375 approved a Memorandum of Understanding (MOU) with GSFA for a countywide broadband strategic plan.

Resolution 2021-288 approved a letter of support for GSFA's application for countywide broadband strategic plans and indicated the Board's intent to participate in this program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff will need direction to relay to get an alternative that is more acceptable to the Board.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Proposed Hut Locations**
2. **County of Mariposa LLD Hut Location Confirmation REV2 3.1.24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

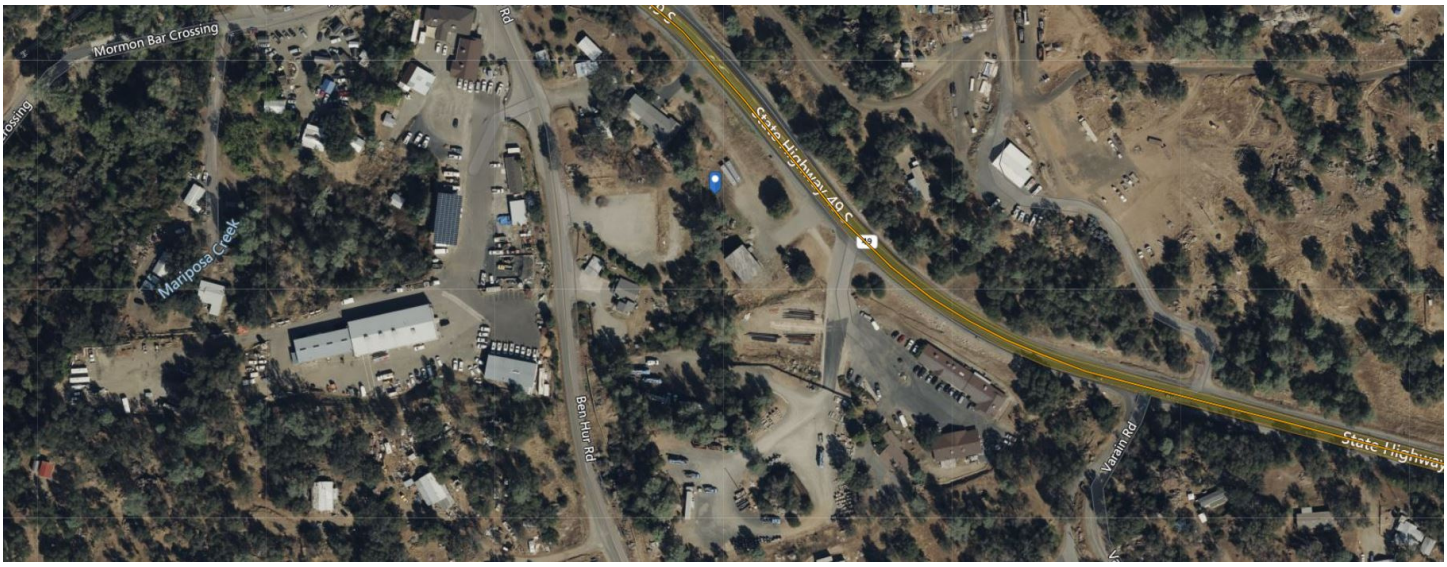
Broadband Low-Level Design - Hut Location Confirmation

Proposed Hut Locations Denoted by Blue Marker

Loc 7: 37.463618, -119.884304

County-Owned Parcel: 014-400-062-000

Cross Street: Bootjack Lane



Loc 9: 37.461137, -119.946031

County-Owned Parcel: 012-200-021-000

Cross Street: Ben Hur Road (East Side)

Loc 5: 37.49885504, 119.9856006
County-Owned Parcel: 012-140-016-000
Cross Street: Golden Chain HWY

Loc 5: 37.48450456, -119.9633183
County-Owned Parcel: 013-176-003-000
Cross Street: Bullion Street

TO: COUNTY OF MARIPOSA

FROM: Golden State Connect Authority, Tilson Technology, and UTOPIA Fiber
YOUR CPUC LATA GRANT TEAM

RE: Low Level Design – Hut Location Confirmation

As we move into the third and final phase of work under your CPUC Local Agency Technical Assistance (LATA) grant – the Low-Level Design phase, the work becomes much more project area specific. As discussed during our HLD to LLD Briefing (the Briefing) a few weeks ago, the work under this phase of the grant involves on-site field work and project area surveillance. The final product will be construction-ready, low-level network designs for slightly more than 40 miles of identified project area.

A key piece of the design is the specific physical location of the hut(s) and cabinet(s). The hut(s) and/or cabinet(s) house all the electronic systems associated with the local network. Possible hut locations were discussed during the Briefing and were shared with you via KMZ file following the Briefing so that you could share and confer with appropriate colleagues within your jurisdiction.

A Field Engineer has subsequently been on-site in the project area(s) and evaluated all the identified hut and/or cabinet location options. The following location(s) have been determined to be the best options.

Cabinet/Hut Locations *"Location Name" as seen on KMZ*	Lat	Long	Cross Streets
LOC 7	37.463618	-119.884304	Bootjack Ln
LOC 9	37.461137	-119.946031	Ben Hur Rd (East Side)
LOC 5 (Revised 3/1/24)	37.49885504	-119.9856006	Golden Chain HWY
LOC 13	37.48450456	-119.9633183	Bullion St.

By way of your signature below, you concur that this is a viable option for a hut and/or cabinet location(s) in your community(ies) and understand that the LATA Low Level Design will be designed using the above noted location(s). Redesigning the network to a different hut or cabinet location will not be possible under the LATA grant once this form has been submitted and design work has begun. Redesign will involve additional expense and effort.

_____ _____

Signature Date

_____

Print Name

Return form via email to Barbara Hayes (bhayes@rcrcnet.org) AND Elaina Davis (edavis@tilsontech.com)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-148

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Modification of the Public Health Officer Position in the Health and Human Services Agency, Effectively Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Modification of the Public Health Officer Position in the Health and Human Services Agency, Effectively Immediately.

The current county health officer classification represents the needs and responsibilities of the public health department prior to consolidating with community services and human services into an integrated health and human services agency. This item proposes updates to maintain the health officer responsibilities specified by the California Health and Safety Code and reflect the changed management role from department head to policy and program lead. These changes have been reviewed by HR, the former county health officer, and the director of health and human services. Staff recommends approval of this item so a recruitment to fill the position can commence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent county health officer vacated the position after eight years in the role on February 29, 2024.

In 2018, the Board approved consolidation of the public health, community services, and human services departments. The county health officer changed from a department head to a health officer and program lead at this time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Amend and approve. The Board may make changes to the description prior to approving it.

Do not approve. Staff will need further direction from the board to understand how to proceed.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **County Health Officer_DRAFT**
2. **Comparison of Revisions_CountyHealthOfficer**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

COUNTY HEALTH OFFICER

DEFINITION

To uphold state and local public health laws; to provide guidance in controlling and preventing the spread of infectious disease; to reduce chronic disease and injury in Mariposa County; to perform duties and responsibilities as enumerated in California Health and Safety Code § [101000-101300], serves at the pleasure of the Board of Supervisors.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Supervisors and administrative direction from the Director of the Health and Human Services Agency. Exercises general supervision and direction of professional and technical staff as applicable.

EXAMPLES OF ESSENTIAL FUNCTIONS

Follows and upholds federal, state, and local public health laws.

Develops and maintains knowledge of current and pending issues in public health and makes recommendations designed to protect, promote, and improve the health of Mariposa County residents.

Consults on public health activities such as communicable disease control, including sexually transmitted diseases, tuberculosis, immunization services, community health planning, school health services, public health education, and maternal/adolescent health care.

Provides public health officer guidance on County environmental health activities.

Assists in the evaluation of public health programs and activities.

Encourages the orientation toward population-based public health and community health outcomes.

Consults with physicians in diagnosing, managing, and investigating cases of suspected or confirmed communicable diseases.

Implements measures to control the spread of infectious disease, epidemic prevention, and control chronic diseases and injuries.

Interprets statistical or medical information to public health staff, interested individuals, and the public.

Functions as liaison to the local medical community and represents Mariposa County in State and national health officer groups and associations.

Works to increase access to public health services for hard-to-reach populations while seeking to increase cultural competency of staff and the Public Health Department.

Provides recommendations for long-range public health strategic planning or goals and objectives.

Develops medically oriented policies, procedures, and protocols, ensuring their implementation, maintenance, and adherence.

Reviews medical incident reports and recommends changes in procedure if necessary.

Serves as the Medical Health Operational Area Coordinator, oversees the medical response of the department in the case of a local disaster, and prepares regular and special reports and correspondence.

Assess and report on the health status of the community using multiple epidemiological surveys and statistical methods.

Enforces local health orders, ordinances, and rules prescribed by the State Department of Public Health and conducts public health inspections and investigations in the field as needed.

Informs, educates, and empowers the community and individuals about current health issues.

Evaluates community public health needs and formulate short- and long-range plans to address them.

Provides professional medical services, including performing physical examinations in Public Health clinics, responding to medical emergencies, and researching medical topics as needed.

Participates and assists in all cycles of emergency management, specifically related to public health emergencies, including prevention, mitigation, response, and recovery.

Attends civic and other community meetings and events to explain and promote the activities and functions of the department and to establish favorable public relations. Works with HHSA Public Information staff to develop public health-related social media and outreach material.

Provides direction of public health education programs and materials.

EMPLOYMENT STANDARDS

Knowledge of:

Laws and regulations governing local public health agencies.

Accepted medical practices concerning preventing and controlling communicable diseases and other common public health programs.

Epidemiological principles and studies.

Modern office practices and technology, including using computers for data processing, records management, and business writing.

Principles of public health administration.

Ability to:

Interpret, analyze, apply, and enforce federal, state, and local laws, codes, and ordinances.

Provide administrative and professional leadership support for the Public Health Department.

Plan, coordinate, and direct comprehensive public health program activities.

Practice medicine, including the diagnosis and treatment of illnesses.

Investigate, evaluate, and assist in resolving public health problems.

Consult regarding the selection and training of clinical staff.

Develop, implement, and interpret goals and procedures for providing effective and efficient public health services.

Exercise initiative, ingenuity, and sound judgment in solving complex technical, administrative, and public health problems.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations supporting goals.

Research, analyze, and evaluate new service delivery methods and procedures.

React quickly and calmly in emergencies.

Communicate clearly and concisely, both orally and in writing.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in the office and field environment. Incumbents operate vehicles on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, and potentially infectious material, including blood-borne pathogens, odors, skin irritants, fumes, dust, and air contaminants. Workers may be fatigued from irregular working hours/incident call activity.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. The ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Move and reposition items up to twenty-five (25) pounds; use tools, controls, clinical and office equipment; operate motor vehicles; able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment. Must be able to communicate verbally and with various electronic, computer, and cellular communication mediums.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is five (5) or more years of increasingly responsible direct clinical or related private practice experience. Graduation from a Medical School of good standing and possession of a valid license to practice medicine in the State of

California issued by the Medical Board of California or Osteopathic Medical Board of California or licensed in another state or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Preferred Qualifications:
Experience providing management oversight, supervision, or clinical practice in public health.
Accreditation or the ability to be accredited in public health by the American Board of Preventive Medicine.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three (3) months by signing an acknowledgment form.

Must be an enrolled provider or eligible for enrollment in Medicare/Medi-Cal and not excluded from participation in any federally funded health care program.

Must possess or be able to obtain a National Provider Identifier (NPI) and a valid Controlled Substance Registration Certificate issued by the Drug Enforcement Administration within six (6) months of hire.

Individuals who graduated from a medical school of good standing with a license to practice medicine from another state must acquire medical licensure in California within six (6) months of hire.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Comparison of Revisions

Below is a comparison between the current County Health Officer and the revised version. Where possible the text is arranged horizontally to assist in identifying revisions unless doing so will alter the order in which the text occurs in the original text.

Title	*[Current]* **COUNTY HEALTH OFFICER**	*[Revised]*
DEFINITION	To plan, coordinate, direct and evaluate the services, programs and activities of the Public Health Department; to direct the enforcement of state and County health and sanitation laws and regulations; and to perform related duties and responsibilities as required.	To uphold state and local public health laws; to provide guidance in controlling and preventing the spread of infectious disease; to reduce chronic disease and injury in Mariposa County; to perform duties and responsibilities as enumerated in California Health and Safety Code § [101000-101300], serves at the pleasure of the Board of Supervisors.
SUPERVISION RECEIVED AND EXERCISED	Receives policy direction from the Board of Supervisors. Appointed by and serves at the pleasure of the Board of Supervisors. Exercises direction over professional, technical and clerical staff.	Receives policy direction from the Board of Supervisors and administrative direction from the Director of the Health and Human Services Agency. Exercises general supervision and direction of professional and technical staff as applicable.

ESSENTIAL FUNCTIONS	EXAMPLES OF ESSENTIAL FUNCTIONS Plans, organizes, administers and supervises all services, programs and activities of the Public Health Department. Evaluates community public health needs, and formulates short- and long-range plans to address them. Develops, recommends, implements and evaluates cost-effective, innovative department programs, policies and procedures. Interprets and provides guidance regarding goals and objectives, policies and procedures, to department personnel. Confers with department staff, County staff and administrators, and the Board of Supervisors on operational and administrative problems, and helps to develop solutions. Establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly. Prepares and administers the department budget; prepares and administers grants for program / project funding. Selects, trains, supervises, motivates and evaluates the performance of department staff; provides advice and assistance as needed; provides for or coordinates staff training; implements disciplinary and termination processes. Reviews and evaluates reports of subordinates for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.	EXAMPLES OF ESSENTIAL FUNCTIONS Follows and upholds federal, state, and local public health laws. Develops and maintains knowledge of current and pending issues in public health and makes recommendations designed to protect, promote, and improve the health of Mariposa County residents. Consults on public health activities such as communicable disease control, including sexually transmitted diseases, tuberculosis, immunization services, community health planning, school health services, public health education, and maternal/adolescent health care. Provides public health officer guidance on County environmental health activities. Assists in the evaluation of public health programs and activities. Encourages the orientation toward population-based public health and community health outcomes. Consults with physicians in diagnosing, managing, and investigating cases of suspected or confirmed communicable diseases. Implements measures to control the spread of infectious disease, epidemic prevention, and control chronic diseases and injuries. Interprets statistical or medical information to public health staff, interested individuals, and the public. Functions as liaison to the local medical community and represents Mariposa County in State and national health officer groups and associations. Works to increase access to public health services for hard-to-reach populations while seeking to increase cultural competency of staff and the Public Health Department.

	Keeps abreast of new developments and legislation affecting public health services, programming, training and administration. Prepares and submits reports on departmental programs and activities to the County Administrative Officer and Board of Supervisors. Develops and/or authorizes clinical procedures; oversees clinical activities. Provides professional medical services, including performing physical examinations in Health Department clinics, responding to medical emergencies, researching medical topics as needed. Assists in the diagnosis and investigation of communicable diseases, and takes measures to control their spread. Directs the enforcement of state and County health and sanitation laws and regulations; conducts public health inspections and/or investigations in the field as needed. Participates in periodic emergency disaster drills. Provides professional and administrative support to various committees and commissions. Responds to and resolves difficult, sensitive and/or problematic citizen, client or community complaints or inquiries. Coordinates department activities and programs with those of other departments, divisions and agencies as appropriate. Attends civic and other community meetings and events to explain and promote the activities and functions of the department and to establish	Provides recommendations for long-range public health strategic planning or goals and objectives. Develops medically oriented policies, procedures, and protocols, ensuring their implementation, maintenance, and adherence. Reviews medical incident reports and recommends changes in procedure if necessary. Serves as the Medical Health Operational Area Coordinator, oversees the medical response of the department in the case of a local disaster, and prepares regular and special reports and correspondence. Assess and report on the health status of the community using multiple epidemiological surveys and statistical methods. Enforces local health orders, ordinances, and rules prescribed by the State Department of Public Health and conducts public health inspections and investigations in the field as needed. Informs, educates, and empowers the community and individuals about current health issues. Evaluates community public health needs and formulate short- and long-range plans to address them. Provides professional medical services, including performing physical examinations in Public Health clinics, responding to medical emergencies, and researching medical topics as needed. Participates and assists in all cycles of emergency management, specifically related to public health emergencies, including prevention, mitigation, response, and recovery. Attends civic and other community meetings and events to explain and promote the

	favorable public relations; gives public speaking presentations as requested. Develops and directs a program of public health education; prepares educational and informative materials for distribution to the public; oversees the development of the department's website. Performs general administrative work as required, including preparing reports and correspondence, conducting and attending meetings, reviewing mail and literature, etc.	activities and functions of the department and to establish favorable public relations. Works with HHSA Public Information staff to develop public health-related social media and outreach material. Provides direction of public health education programs and materials.

EMPLOYMENT STANDARDS	<u>Knowledge of:</u> Pertinent federal, state and local laws, regulations, codes and ordinances. Principles and practices of public health administration. Principles, procedures and techniques used in planning, evaluating and administering a multi-service public health program. Recent developments, current literature and sources of information related to public health administration. Medical science and its application to public health. Principles of management, supervision, training and performance evaluation. Budget preparation and administration practices. Report and business letter preparation techniques. Modern office practices and technology, including the use of computers for data processing and records management. English usage, spelling, grammar and punctuation. Safe work practices. Public / community relations techniques.	<u>Knowledge of:</u> Laws and regulations governing local public health agencies. Accepted medical practices concerning preventing and controlling communicable diseases and other common public health programs. Epidemiological principles and studies. Modern office practices and technology, including using computers for data processing, records management, and business writing. Principles of public health administration.

	Ability to: Interpret, analyze, apply and enforce federal, state and local laws, rules, regulations, codes and ordinances. Provide administrative and professional leadership for the Public Health Department. Plan, coordinate and direct a comprehensive public health program. Effectively practice medicine, including the diagnosis and treatment of illnesses. Investigate, evaluate and assist in resolving public health problems. Plan, organize and supervise the work of subordinate staff. Select, train and evaluate staff. Develop, implement and interpret goals and procedures for providing effective and efficient public health services. Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals. Exercise initiative, ingenuity and sound judgment in solving difficult administrative, professional, technical and personnel problems. Research, analyze and evaluate new service delivery methods and procedures. React quickly and calmly in emergency situations. Prepare clear and concise administrative, financial and technical reports. Perform mathematical computations with accuracy.	Ability to: Interpret, analyze, apply, and enforce federal, state, and local laws, codes, and ordinances. Provide administrative and professional leadership support for the Public Health Department. Plan, coordinate, and direct comprehensive public health program activities. Practice medicine, including the diagnosis and treatment of illnesses. Investigate, evaluate, and assist in resolving public health problems. Consult regarding the selection and training of clinical staff. Develop, implement, and interpret goals and procedures for providing effective and efficient public health services. Exercise initiative, ingenuity, and sound judgment in solving complex technical, administrative, and public health problems. Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations supporting goals. Research, analyze, and evaluate new service delivery methods and procedures. React quickly and calmly in emergencies. Communicate clearly and concisely, both orally and in writing.

	Make effective public presentations. Gain cooperation through discussion and persuasion. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.	
TYPICAL WORKING CONDITIONS	Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, pathogenic substances, odors, skin irritants, fumes, dust, air contaminants. Worker may be subject to fatigue from irregular working hours / incident call activity.	*Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions.* Work is performed in the office and field environment. Incumbents operate vehicles on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature and noise extremes, wetness, and potentially infectious material, including blood-borne pathogens, odors, skin irritants, fumes, dust, and air contaminants. Workers may be fatigued from irregular working hours/incident call activity.

TYPICAL PHYSICAL REQUIREMENTS	Requires the mobility to work in an office and field environment.	*Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.*
	Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or field investigations; operate motor vehicles; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation.	The ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Move and reposition items up to twenty-five (25) pounds; use tools, controls, clinical and office equipment; operate motor vehicles;
	Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment.	able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment.
	Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform clinical duties.	Must be able to communicate verbally and with various electronic, computer, and cellular communication mediums.

MINIMUM QUALIFICATIONS	**Experience:** Five or more years of increasingly responsible public health agency, and direct clinical or related private practice experience. Supervisory or management experience in a broad range of public health programs is highly desirable. **Education:** High school or GED equivalency is required. Graduation from an accredited medical school with an M.D. degree.	***[Heading changed to EXPERIENCE AND TRAINING]*** *Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is* five (5) or more years of increasingly responsible direct clinical or related private practice experience. Graduation from a Medical School of good standing and possession of a valid license to practice medicine in the State of California issued by the Medical Board of California or Osteopathic Medical Board of California or licensed in another state or any combination of training and experience that would demonstrate the desired knowledge and abilities of the position. **Preferred Qualifications:** Experience providing management oversight, supervision, or clinical practice in public health. Accreditation or the ability to be accredited in public health by the American Board of Preventive Medicine.

	Must pass a pre-employment physical. **This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**	**<u>Additional Requirements:</u>** Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three (3) months by signing an acknowledgment form. Must be an enrolled provider or eligible for enrollment in Medicare/Medi-Cal and not excluded from participation in any federally funded health care program. Must possess or be able to obtain a National Provider Identifier (NPI) and a valid Controlled Substance Registration Certificate issued by the Drug Enforcement Administration within six (6) months of hire. Individuals who graduated from a medical school of good standing with a license to practice medicine from another state must acquire medical licensure in California within six (6) months of hire. **This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-149

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Use of the International Code Council's (ICC) Building Valuation Data Sheet for the Square Foot Construction Cost to be Updated Once a Year with the August Release

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RECOMMENDATION AND JUSTIFICATION

Approve the Use of the International Code Council's (ICC) Building Valuation Data Sheet for the Square Foot Construction Cost to be Updated Once a Year with the August Release.

This resolution will stand until rescinded, regardless of fee updating or approval of fee schedules. This resolution ensures that the Building Department's authority is to update its valuation sheet annually once it is released by ICC in August. ICC does update its chart twice a year in February and August, but for ease of updating annual fees, the Building Department will use the August sheet, effective February 1st of the following year.

This valuation sheet while identified in the 2022 fee adoption schedule, the square footage rates within the table needed to be approved as it is the method to which the valuation calculation and fees are determined. The Building Department needs this to determine the home's value so that the proper fees can be charged.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2022-188 - the Board approved the formula for annual rate increases.

Resolution 2022-061 - New fees for Building, Planning, Environmental Health, and Public Works were adopted.

Resolution 2014-034 - The Board adopted building fees and included a valuation as a reference, but not ICC.

Ordinance 776 - Exhibit E-1 mentioned ICC

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the Building Department will have no way to properly value a construction project.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Valuation Chart

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Building Valuation Data – AUGUST 2023

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2024. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2021 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a $300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is $30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300{,}000 \times 75\%}{\$30{,}000{,}000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

Permit Fee = Gross Area x Square Foot Construction Cost
X Permit Fee Multiplier

Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
   Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
   B/IIB = $231.65/sq. ft.
3. Permit Fee:
   Business = 16,000 sq. ft. x $231.65/sq. ft x 0.0075
   = $27,798

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).

- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs [a, b, c]

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	335.89	324.58	316.94	304.93	286.87	278.00	295.62	266.02	257.55
A-1 Assembly, theaters, without stage	307.39	296.08	288.44	276.42	258.37	249.50	267.12	237.51	229.05
A-2 Assembly, nightclubs	269.94	261.93	254.48	245.85	230.56	223.99	237.02	209.57	202.79
A-2 Assembly, restaurants, bars, banquet halls	268.94	260.93	252.48	244.85	228.56	222.99	236.02	207.57	201.79
A-3 Assembly, churches	311.88	300.57	292.93	280.91	263.30	254.43	271.60	242.45	233.98
A-3 Assembly, general, community halls, libraries, museums	266.07	254.76	246.12	235.10	216.33	208.46	225.80	195.47	188.01
A-4 Assembly, arenas	306.39	295.08	286.44	275.42	256.37	248.50	266.12	235.51	228.05
B Business	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81
E Educational	273.46	263.96	255.62	245.04	228.69	217.00	236.61	200.36	193.94
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P.
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81
I-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
I-2 Institutional, hospitals	434.15	424.59	415.32	405.12	383.35	N.P.	396.02	358.57	N.P.
I-2 Institutional, nursing homes	302.01	292.45	283.18	272.97	253.83	N.P.	263.88	229.05	N.P.
I-3 Institutional, restrained	295.86	286.31	277.03	266.83	247.95	238.69	257.74	223.17	212.77
I-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	201.37	193.36	184.91	177.28	161.72	156.15	168.45	140.73	134.95
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-family [d]	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19

a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = $31.50 per sq. ft.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-150

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Appoint Corrina Miranda as the Acting Building Director at an Annual Salary of $142,257.74, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Appoint Corrina Miranda as the Acting Building Director at an Annual Salary of $142,257.74, Effective Immediately.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 6th, the Board appointed CSG Consultant Mike Brinkman as the Interim Building Director. The Board was recently informed that Mr. Brinkman could no longer act as the Building Director, sparking the need for a new interim to be seated. The Board will continue to work with CSG for plan check review and other contracted services.

On December 5, 2023, the Board of Supervisors approved the building department's request for an agreement for building department services with CSG Consulting in an amount not to exceed $70,000.

On December 12, 2023, Building Director Debra Willis left County employment, creating a need for an interim director.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint, and the Building Department will be left without leadership.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Miranda - I.8

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

STATEMENT OF QUALIFICATIONS **April 8, 2024**

Corrina M. Miranda

EDUCATION

- Bachelor of Science in Management, University of Phoenix, Phoenix, Arizona (September 2023)
- Master's in Public Administration, University of Phoenix, Phoenix, Arizona (Currently enrollment, estimated completion early 2025)

PROFESSIONAL

- International Code Council, Certified Building Inspector
  Inspector No. 8723583
- International Code Council, Residential Building Inspector
  Inspector No. 8723583
- California Building Official Leadership Academy
  Certification May 2024
- California Department of Real Estate, Brokers License
  DRE 01027992
- California Association of Code Enforcement Officers, Certified Code Enforcement Officer
  Certification No. C48818021
- CalFire Damage Inspector Certification
- State of California Department of Conservation, Division of Mine Reclamation
  Mining Inspector No. 181327
- Accredited Buyers Representative (ABR) Designation Graduate Real Estate Institute (GRI) Designation
- Americans with Disabilities Coordinator
  Certification No. 67520831-4617
- Fair Housing Act, Section 504 and ADA, New England Americans with Disabilities Learning Center (2023)

CURRENT EXPERIENCE

Mariposa County Development Services Code Compliance, supervision of compliance staff, review/analysis of case files, work with staff from various departments coordinating compliance activities, inspection, and investigation of substandard housing, work with temporary and long-term housing after disasters (Detwiler Fire 2017 and Oak Fire 2022). Designing specific processes for fire victim recovery, such as disaster specific forms and tracking systems for building and temporary trailer permits. Review, interpretation and enforcement of various local, State and Federal laws and regulations (including but not limited to the California Health and Safety Code, California Building Code, and Mariposa County Code). Presentations to Mariposa County Board of Supervisors and the public. Testify in court as needed. Prepare cases for County Counsel to begin litigation. Draft and analyze resolutions and ordinances to update Mariposa County code. Analyze code changes of state codes and how those changes may affect current Mariposa County Code. Public outreach and education, including stakeholders such as real estate agents, contractors, and citizens advisory committees. Prepare and present to citizen advisory committees, specifically the Mariposa County Code Compliance Advisory Committee. Experience with long-term disaster recovery assistance programs and housing options. Monitoring and coordination with local and State programs for compliance. Extensive experience in creating program documents including policies & procedures, program guidelines, and/or reports. Coordinate, collaborate, communicate, and provide supervision with various stakeholders, departments and agencies on multiple projects including compliance and policy. Extensive use of Adobe Creative Suite and Microsoft 365 (Outlook/SharePoint/Teams). Compliance with Americans with Disabilities Title II requirements. Certified as ADA Coordinator. Conducted presentations on ADA requirements on government facilities. Conducting extensive research on diverse topics including codes, regulations, ordinances, property history, building records, assessor records, and land use entitlements. Processing of building and planning permits and entitlements. Review of land use compliance. Basic knowledge of California Environmental Quality Act/National Environmental Quality Act and how those requirements apply to development. Redevelopment of Brownfield properties.

PREVIOUS EXPERIENCE

Extensive experience in the construction and real estate industries. In-depth understanding of construction site activities, including demolition, recycling, underground and excavation activities. Production and testing of Class II recycled aggregate base materials.

Phase I, II, and III environmental investigations and reporting. Creation of create and execution of remediation plans for sites with soil, water, or waste contamination. Removal and disposal of California-regulated non-hazardous waste.

A licensed California real estate broker since 2000. Management and administration of business operations. Trust fund and property management. Property research and analysis of use.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-151

MEETING:	April 9, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Appoint Joe Lynch as the Acting County Administrative Officer (CAO) at an Annual Salary of $206,507.69, Effective May 11th, 2024

RECOMMENDATION AND JUSTIFICATION

Appoint Joe Lynch as the Acting County Administrative Officer (CAO) at an Annual Salary of $206,507.69, Effective May 11th, 2024.

Mr. Lynch serves as the Health and Human Services Director and has ample experience to serve as the acting County Administrative Officer.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current County Administrative Officer, Dallin Kimble, submitted his resignation to the Board on March 27th, 2024, noting his last day with Mariposa County would be May 10th, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint, and the County Administrative Officer Position would be left vacant until another acting or interim could be identified or an individual could be hired full-time.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: April 9, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

not applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

not applicable

FINANCIAL IMPACT

not applicable

ATTACHMENTS

None