Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

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
MAY 21, 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")

Shannon Hansen/Public Works and Transportation Director commented on CA.5, a proclamation for “Public Works Week.” She highlighted her team, noting how they go above and beyond to meet the needs of the community.

Margarita King/Public Health Nurse/Resident, commented on Trails Day CA.6. She noted this is the third “trails day,” and there will be two guided tours. She noted interested parties can sign up at the Sierra Foothill Website. She noted as a public health nurse she tries to spread health everywhere she goes. She further noted Mariposa County Trails help promote health.

Ben Goger/Senior Planner also commented on CA. 5. He noted there is a survey.

Steve Ward/Cal Fire/Mariposa Fire commented on Public Works Week. He noted that working with the public works department on the fireside has been great. He noted that logistics are everything. He noted that they have developed relationships and friendships. He noted that they always take the time to make sure their needs are met.

Steve Engfer, Planning Director, echoed those sentiments. Public Works is a huge department with many divisions, and they are involved in planning projects. He wanted to celebrate Public Works Week. There is a lot they do, and we want to encourage that.

Cara Goger/Arts Council noted that she also wants to comment on Public Works Week, noting that Mariposa has safe and beautiful places because of Public Works.

Supervisor Forsythe commented on CA. 5, he noted he can't thank them enough for all they do. He noted when the County has disasters, these are the folks doing roadblocks, clearing roads of snow and debris, cleaning after wind storms, etc. He noted his hat is off for them.

Supervisor Smallcombe echoed Forsythe's comment. She noted that she thinks about them when she is on the roads or at the landfill and wants to acknowledge them as the backbone of the County.

Supervisor Poe noted he was in his three communities. He noted he started asking questions from the folks. He noted people saw a change in quality and a remarkable change in attitudes and drive within the last couple of years because of Director Hansen. He gave her kudos for the positive change she has made.

Supervisor Forsythe commented on CA. 24 and asked Steve Engfer to come to the podium; Forsythe thanked the new appointees for their willingness to serve.

Chair Menetrey wanted to discuss CA. 2; he noted that there was speculation. Steve Dahlem/County Counsel noted that the DA issued a public indictment for the Oak Fire; that is what the expenses are for.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

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

CA3. **Administration**

Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA4. **Board of Supervisors**

Ratify a Letter of Support for the Mariposa County Arts Council (Chair Menetrey)

CA5. **Board of Supervisors**

Proclaim May 19th through May 25th, 2024, as "Public Works Week"

CA6. **Board of Supervisors**

Proclaim June 1st, 2024 as "Trails Day"

CA7. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in April of 2024

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in April of 2024

CA9. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2024

CA10. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA11. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA12. **County Counsel**

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Case of Philip Mendoza v. County of Mariposa; and Authorize Chair of the Board of Supervisors to Sign Agreement

CA13. **Health and Human Services Agency**

Approve and Authorize the Health and Human Services Director to Sign a Local Governmental Agency (LGA) Participation Withdrawal form to the Department of Health Care Services for Targeted Case Management Activities (TCM), Effective June 30, 2024

CA14. **Health and Human Services Agency**

Approve an Agreement with Evergreen Counseling in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Budget Action Increasing Revenues and Corresponding Transfers in the Assistance Trust Budget to the Assistance Payment Operating Budget To Allow For Increased Assistance Payments ($648,773) (4/5ths Vote Required)

CA16. **Health and Human Services Agency**

Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for the Extra Help Program Specialist II and Extra Help Program Specialist III Positions in the Health and Human Services Agency, Public Health Branch, Effective Immediately

CA17. **Health and Human Services Agency**

Approve an Operational Agreement (OA) with Mountain Crisis Services for Sexual Assault Response Services; and Authorize the Board of Supervisors Chair to Sign the Operational Agreement

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Adopt a Resolution Accepting the Department of State Hospitals Grant Funds ($500,000 over 5 years); and Authorize the Board Chair to Sign the Grant Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with GHC of Anberry, LLC Dba: Anberry Nursing and Rehabilitation Center in the Amount of $450,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Library**

Accept Donation from Wawona Friends of the Library

CA22. **Planning**

Appoint Christopher Bradshaw to the Coulterville Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

CA23. **Planning**

Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

CA24. **Planning**

Appoint Kris Casto and Kari Kisela as Members Representing the Business Community, Jeanetta Phillips as a Member Representing the Historic Sites and Records Commission and Marilyn Saunders as a Member Representing the Mariposa Town Planning Area to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

CA25. **Public Works**

Approve the Second Amendment to the Agreement with R3 Consulting Group, Inc. to Extend the Term and Increase Compensation; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Public Works**

Approve an Agreement with Caltrans for Clean California Free Dump Day Events at the Lake Don Pedro Transfer Station and Mariposa County Landfill; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Chief Ward noted fuels are drying out and they are engaging more fire in the area. He noted this is the final year, where there will be an exclusive use helicopter at the Mariposa Airport.

Kari Kisela/Chamber of Commerce gave the Board some event updates.

Danielle Bondshu/Clerk of the Board gave an update on Assemblyman Patterson who had been scheduled to come on May 31st.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine/Master Gardener, noted she has been reaching out to North County. She had a flyer she wanted to give to the Clerk to help get the workout. She put on her KRYZ radio hat and noted they make free public service announcements.

Mike Brusa/Resident noted he makes a lot of observations. He noted there was a comment made by Chair Menetrey last week in regard to compliance. He noted that Chair Menetrey made a comment about neighbors not wanting to complain. He then discussed that government is a cohesive model. He noted he asked why the County has to comply with the State. He noted sometimes people have to go against things, especially in a cohesive model. he then discussed the Boston Tea Party and the East India Trading Company.

H. Regular Agenda Items

1. **Board of Supervisors**

Receive a Video Presentation in Honor of Veterans Day from Bob Johns, Veterans of Foreign Wars (VFW) Post 6042 Keith M. Bertken Post (Supervisor Wayne Forsythe)

Bob Johns/VFW Post 6042 gave the staff report.

Public comment was received by Jeanne-Ann Pine, who noted her family members served in WW2. She noted her father-in-law never told them about what he did, and he received a Purple Heart. She noted it's a shared experience. She noted her husband did three tours in Vietnam.

Supervisor Toso and Forsythe thanked Mr. Johns. In response to Supervisor Forsythe, Mr. Johns came up and discussed the services he provides through Veterans Services at Health and Human Services. Supervisor Smallcombe echoed the sentiments and asked that the Board honor Chief Steve Kuryla, who recently passed and was an advocate for veterans. She also asked that people thank the veterans for their service to our nation.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

Cara Goger gave the staff report and PowerPoint Presentation. No public comment.

Ms. Goger received praise and kudos from Supervisors Forsythe, Smallcombe, and Menetrey.

RESULT: PRESENTATION HELD

3. **Health and Human Services Agency**

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement

Kimberley Ballard/Deputy Director of Public Health gave the staff report. No public comment.

Board discussion ensued. In response to Supervisor Smallcombe, Joe Lynch/Interim CAO/Health and Human Services Agency Director noted they are still working on the alliance model but need more time to determine implementation and planning. Dr. Kristina Keheley/Director of Health Services noted it would allow them to look at response times and locations and put the ambulances in the most appropriate places in the community.

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

4. **Planning**

Discussion and Possible Direction Regarding a Request for Forgiveness for the Microenterprise Loan to the Lemon Drop

Will Fassett/Community Design and Development Planner gave the staff report.

Public comment was received by Jeanne-Ann Pine who noted that a loan is a loan, and instead of forgiving the

loan, use the money to help another business.

Sarah Garcia, Owner of Lemon Drop, thanked the Board. She noted that the goal was to grow and get a food trailer, and they got it. They are looking to the future for that food trailer. In response to Supervisor Menetrey, Ms. Garcia noted monthly payments are roughly $400 a month.

Mike Brusa commented, noting that his comments do not reflect on the owners. He noted that he commented that this is not something that governments should be doing. He then discussed his thoughts on the government providing such a service.

Ben Goger/Senior Planner noted there is no expectation from staff. They are seeking direction.

Further discussion ensued.

DIRECTION: *No action. The county will not forgive the loan.*

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Adopt the Local Rules for the Board of Supervisors sitting as the Board of Equalization of Mariposa County, Effective Immediately

Danielle Bondshu gave the staff report. No public comment.

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

Recess Board of Supervisors

10:56 AM Chair Menetrey recessed the Board of Supervisors, and the Clerk of the Board read the Government Code announcement.

I. Board of Equalization

10:56 AM Chair Menetrey called to order the Local Board of Equalization.

1. **Clerk of the Board**

Consider the Motion of the Mariposa County Clerk of the Board directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC, to Set the Pre-Hearing Conference Date

Danielle Bondshu gave the staff report.

Public comment was received by Vincent Kehoe/Assessor who noted he was not in favor of a pre-hearing conference. It was further noted today is to schedule the pre-hearing conference.

On motion by Supervisor Smallcombe, Seconded by Supervisor Forsythe, the Board of Equalization by

unanimous vote sets the pre-hearing conference date to September 17th, 2024, at 2:00 PM.

Reconvene as Board of Supervisors

11:06 PM Chair Menetrey adjourned the Board of Equalization and reconvened the Board of Supervisors meeting.

J. Closed Session

Chair Menetrey read the closed session items.

Public comment was received on Closed Session item 1 by Mike Brusa, who asked when the Board reports what occurred. Counsel noted this item is for the BOP claim.

Public comment was received on Closed Session item 2 by Mike Brusa who noted this is a common item and asked if the conclusion of the agreement would be brought to the Board in a public agenda item.

Public comment was received on Closed Session item 3 by Mike Brusa, who noted that he would not expect a detailed report.

11:12 AM Chair Menetrey recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9: Number of cases to be discussed: 1

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

RESULT: CLOSED SESSION HELD

3. **Board of Supervisors**

CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title: Interim County Administrative Officer

RESULT: CLOSED SESSION HELD

Report Out

12:46 PM Chair Menetrey reconvened the Board meeting and reported that in Closed Session item 1, the Board voted unanimously to settle the $4 million BOP Claim for $75,000. For closed session items 2 and 3, Chair Menetrey reported that information was received and direction was given.

K. Board Information

Information was received.

L. Adjournment

12:48 PM Chair Menetrey adjourned the board meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-199

MEETING: May 21, 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 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

RESOLUTION - ACTION REQUESTED 2024-200

MEETING: May 21, 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

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

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

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RECOMMENDATION AND JUSTIFICATION

Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy.

The County Administrative Officer, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in April of 2024. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy

BACKGROUND AND HISTORY OF BOARD ACTIONS

California Government Code Sections 29125 and 29130 regulate amendments to adopted county budgets. Within the guidance of those sections, the County Budget Control and Fiscal Management Policy authorizes the County Administrative Officer to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None. All changes made are within the existing budget.

ATTACHMENTS

1. **BAF log CAO-Auditor-signed April 2024 v2**
2. **Budget_Action_Form-_PATH_Containers**
3. **Budget_Action_249_03-28-2024.xls - Copy**
4. **Budget_Action_Form-_Nightvision.xlsx - Copy**
5. **Budget_Action_307_04-22-2024_$10,000**
6. **Budget_Action_Form_228_April_2024**

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

Budget Action Form Log - DocuSigned April 2024 - CAO/Auditor

Item	File Name	Fund	Dept	Account	Description on BAF	Increase	Decrease	Initiator	Complete	Copy in BAF Folder
1	Budget Action Form-_PATH_Containers	3446	220	60421	PATH Equipment		45,000	K. Mitchell	04/08/24	P
		3446	220	70111	Fixed Asset- Community Buildings Connex Containers & Crane	45,000				
2	Budget_Action_249_03-28-2024	5540	249	70331			3,678	H. Harrison	04/08/24	P
		5540	249	60302		3,678				
3	Budget_Action_Form- Nightvision	1001	212	60103	DA- Safety Equipment		3,742	C. Lopez	04/14/24	P
		1001	202	60152	DA- Emergency Response Supplies		3,742			
		1001	212	70211	DA- Fixed Asset General Equip.	7,484				
4	Budget Action_307_04-22-2024_$10,000	3033	307	51111	Salaries		10,000	M. Rice	04/29/24	P
		3033	307	60301	General Professional Services	10,000				
5	Budget_Action_Form_-_228_April_2024	1001	228	51114	Volunteer Fire Personnel		20,000	S. Ward	04/29/24	P
		1001	228	60152	Emergency Responose Supplies	16,000				
		1001	228	60153	Special Department Supplies	4,000				
6										
7										
8										
9										
10										
						86,162	86,162			

DocuSign Envelope ID: 14BEC10A-AFA0-4F41-80DB-85EAC8062119

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3446	220	60421	PATH Equipment			45,000
3446	220	70111	Fixed Asset- Community Buildings- Connex Containers & Crane		45,000	
				TOTALS	45,000	45,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 — DocuSigned by: AB[illegible]2EDEC448F... — DATE 3/28/2024 | 3:34 PM PDT

AUDITOR SIGNATURE — DocuSigned by: F25C500CC0A8412... — DATE 4/1/2024 | 10:48 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: 2E01D0C6E7564A5... — DATE 4/8/2024 | 8:52 AM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT — DS LS — DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

DocuSign Envelope ID: 89485905-A880-4029-A25B-931A6AB7533C

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5540	0249	70331				3,677.74
5540	0249	60302			3,677.74	
				TOTALS	3,677.74	3,677.74

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 24

DEPARTMENT HEAD SIGNATURE DocuSigned by: Steven J. Engler DATE 3/28/2024

AUDITOR SIGNATURE DocuSigned by: Rina M. Miranda F25C566CC0A8412... DATE 4/1/2024 | 10:46 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Ray D Kelly 2E01D0C6E7364A3... DATE 4/8/2024 | 8:53 AM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT DS LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: 154ED664-BBC8-4C50-9251-D815C505B29E

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0212	60103	DA- Safety Equipment			3,742
1001	0212	60152	DA- Emergency Response Supplies			3,742
1001	0212	70211	DA- Fixed Asset General Equip.		7,484	
				TOTALS	7,484	7,484

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 DocuSigned by: 7F70E7E57022409... DATE 4/10/2024 | 11:41 AM PDT

AUDITOR SIGNATURE DocuSigned by: F25C566CC0A8412... DATE 4/12/2024 | 11:06 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: 2E01D0C6E7564A5... DATE 4/12/2024 | 1:47 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT DS LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: B470E0DC-D38E-4905-911A-F1771E6DE8FB

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3033	307	51111	Salaries			$10,000
3033	307	60301	General Professional Services		$10,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$10,000	$10,000

ACTION REQUESTED: (Check all that apply)

( ) 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

(X) 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 Reduce appropriations in salaries due to savings in that account and appropriate in 60000 category to pay invoices.

DEPARTMENT HEAD SIGNATURE DocuSigned by: [signature] DATE: 4/22/23

AUDITOR SIGNATURE DocuSigned by: [signature] F25C566CC0A8412... DATE: 4/24/2024 | 4:23 PM PDT

CAO SIGNATURE [signature] 2E01D0C6E7564A5... DATE 4/25/2024 | 4:21 PM PDT

3033 Transportation Planning

DS LS DS LW

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0228	51114	Volunteer Fire Personnel			20,000
1001	0228	60152	Emergency Response Supplies		16,000	
1001	0228	60153	Special Department Supplies		4,000	
				TOTALS	20,000	20,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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

ACTION REQUESTED: (Check all that apply)

( ) 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 transferring appropriation from Contingencies

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

Reclass professional fees for software selection from fixed asset to expense for proper GASB accounting

DEPT HEAD SIGNATURE DocuSigned by: Mike Van Loben Sels 1F6DAB5F3F72847C... DATE 4/24/2024

APPROVED BY RES NO. CLERK DATE

Auditor Signature: DocuSigned by: Luz M. Miranda F25C566CC0A8412... 4/26/2024 | 8:54 AM PDT

CAO Signature: DocuSigned by: Jay D Kell 2E01D0C6E7564A5... 4/29/2024 | 9:08 AM PDT

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

DS LS DS LW

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-201

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for the Mariposa County Arts Council (Chair Menetrey)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Mariposa County Arts Council (Chair Menetrey).

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for the Mariposa County Arts Council in their application for a California Arts Council Grant.

This letter was submitted to Cara Goger, Excecutive Director of the Mariposa County Art's Council on May 13, 2024.

The Letter of support falls under the Thriving Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 24-054.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the Mariposa COunty Arts Council which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Letter of support - Mariposa County Arts Council 5-21-24

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

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

May 13th, 2024

RE: Letter of Support for the Mariposa County Arts Council's State and Local Partner Application

Dear Review Committee,

As the Mariposa County Board of Supervisors Chair, we as a Board note it has been an honor and privilege to work closely alongside the Mariposa County Arts Council and we can speak with certainty and enthusiasm about the quality of their work and positive impact they have had on the Mariposa County Community.

The County of Mariposa is a rural county, located in California's Central Sierra region, and is home to approximately 17,000 people. The Mariposa County Arts Council's Board of Directors and executive staff understand the unique characteristics and nuances of our county and develops, implements, and grows programs, projects and policies designed to enrich our community members, uplift local artists, support economic development, leverage the arts to support larger community goals, strength our social fabric, and contribute to the vibrancy and vitality of Mariposa County.

Additionally, the Mariposa County Arts Council's many arts education and public programs use creative programming as a vehicle to reach out to large cross sections of underserved and at-risk members of our community, provide standardized and inclusive art initiatives in the schools, and support individuals in our community looking to grow creatively. Furthermore, to strengthen the development and growth of these community-based programs, the Mariposa County Arts Council has built a strong network of partnerships which include: the County of Mariposa's Departments of: Health and Human Services Agency, Sheriff Office, Probation Department, Planning Department and Public Works/Parks and Recreation Department. Beyond Mariposa County departments, the Arts Council has also established solid partnerships with the Mariposa County Office of Education/Mariposa County Unified School District, Southern Sierra Miwuk Nation, the Alliance for Community Transformations (Human Services nonprofit), Sierra Foothill Conservancy (local land trust), and Veterans of Foreign Wars Post #6042 to name a few. We consider the Arts Council an exemplary organization in our community in terms of building non-traditional partnerships and collaborative programs. The work they do in this area is a powerful testament to the positive impact of cooperation and collective action.

Cara Goger, Executive Director of the Mariposa County Arts Council, advocated for the creation of the Mariposa County Creative Placemaking Strategy Advisory Committee in 2018, and Arts Council

staff person currently chairs this committee. Working closely with the County's Planning Department and a myriad of community stakeholders, this committee is busy building capacity for, securing funding, and implementing creative placemaking projects across Mariposa that reflect and support the unique qualities of Mariposa's natural landscapes and social fabric. Together the Mariposa County Arts Council and the Mariposa County Planning Department have been awarded three National Endowment for the Arts' Our Town Grants - one to support the development of our County's first cultural policy document (The Mariposa County Creative Placemaking Strategy), the second to develop and install public artwork that support local sustainable agricultural practices in Mariposa, and the third to create robust and inclusive review guidelines for proposed public art project in Mariposa County's two historic districts. Additionally, the Mariposa County Arts Council is currently working closely with the County of Mariposa on a Caltrans Clean CA mural and gateway project what will explore how Mariposa is developing wildfire mitigation and climate resiliency strategies through landscape restorations processes that center the traditional ecological knowledge of our local indigenous community, the Southern Sierra Miwuk Nation.

The Mariposa County Arts Council is a true asset to the County of Mariposa, in terms of the programs it produces, the resources it offers, the community collaboration it facilitates, and the policy guidance it provides - we all greatly benefit from the way they leverage the arts to support positive community engagement. I wholeheartedly support their application for full State and Local Partner funding. Please don't hesitate to contact me if you need more information or have any questions.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim May 19th through May 25th, 2024, as "Public Works Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim May 19th through May 25th, 2024, as "Public Works Week".

National Public Works Week is a celebration of tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, National Public Works Week calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our Public Works Department professionals who serve the public daily with quiet dedication.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has a history of recognizing outstanding effort and accomplishment that contributes to the quality of life in Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be a missed opportunity to recognize Staff.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Public Works Week**

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

The Mariposa County Board of Supervisors
proclaims

The Week of May 19th through May 21st, 2024
as
"Public Works Week"

WHEREAS PUBLIC WORKS professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Mariposa County; and

WHEREAS PUBLIC WORKS personnel in Mariposa County are involved in the maintenance, planning, design, and construction of streets, transportation, facilities, parks, playfields, public buildings, storm drains, solid waste and recycling operations, airport operations, cemetery operations, right of way management, and emergency planning and response; and

WHEREAS it is in the public interest for the citizens and civic leaders of Mariposa County to have knowledge and understanding of the importance of **PUBLIC WORKS**, and

WHEREAS the year 2024 marks the 64th annual National "**PUBLIC WORKS WEEK"** sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County, a political Subdivision of the State of California, hereby proclaims the week of May 19th to 25st, 2024 as **"PUBLIC WORKS WEEK"** and urges all citizens to join with representatives of the American Public Work Association in paying tribute to our **PUBLIC WORKS** professionals, engineers, managers, and employees who substantially contribute to our community, State, and national health, safety, and quality of life.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 14th day of May 2024 by unanimous vote.



Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Tom Sweeney, District II Supervisor

Miles Menetrey, District V Supervisor

Marshall Long, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim June 1st, 2024 as "Trails Day"

RECOMMENDATION AND JUSTIFICATION

Proclaim June 1st, 2024, as "Trails Day"

There are more than 200,000 miles of trails in America, and it takes the combined efforts of enthusiasts everywhere to keep them active and clear for people to enjoy. The history of Trails Day stretches back more than fifty years. Historically, there were no government-mandated trails. Starting in October 1968, however, President Lyndon B. Johnson signed the Trails Act into law, which established a network of trails that people could use for tourism and recreation.

In 1993, the Hiking Society launched the first Trails Day.

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 recognize the positive effects provided by Trails Day.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Trails Day Proclamation

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

The Mariposa County Board of Supervisors

proclaims

June 1, 2024

as

"Trails Day"

WHEREAS Mariposa County possesses trails of remarkable and outstanding diversity; and

WHEREAS these trails typically occur on publicly managed lands; and

WHEREAS the County and community of Mariposa are committed to the planning of extending the recreational benefits of the Mariposa Creek Project and the Stockton Creek Reservoir Trails; and

WHEREAS the community also enjoys the many benefits derived from the outstandingly remarkable values of two federally designated National Wild and Scenic Rivers; and

WHEREAS these trails and features serve to meet the growing need for a wide variety of recreation; and

WHEREAS Trails Day is an opportunity to increase public awareness of local trail opportunities; and

WHEREAS the citizens of Mariposa County are encouraged to participate in **Trails Day** activities to strengthen their understanding, appreciation, and commitment to the outstanding and remarkable values of local trails.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims June 1, 2024, as **Trails Day**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 7th day of May 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

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in April of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in April of 2024.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements Executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Software as a Licence Report 5-21-24**

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

Software Report

Board Agenda Item for May 21, 2024

Contractor	Amount	Term	Service	Department
Evident Change	$8,098	7/1/24 to 6/30/25	Reporting Services	HHSA
MySidewalk, Inc	$56,040	4/16/24 to 4/16/26	Data Exploration and Analysis Tools	HHSA

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in April of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in April of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. CAO approved agreements 5-21-24

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

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for May 21, 2024

Contractor	**Amount**	**Term**	**Service**	**Department**
ENA Healthcare Services, LLC	$30,540	4-19-24 to 4-19-27	Broadband, Internet Access for North County	HHSA
Evergreen Marriage and Family Counseling Services	$35,000	7/1/24 to 6/30/24	Counseling	HHSA
SnapCare	$5,000	4/8/24 to 4/8/25	Staff Placement	HHSA
Cal West Pool, Inc	$51,500	4/10/24 to 6/30/24	Coulterville Pool Coping	PW
Intermountain Helicopters	$60,000	4/1/24 to 6/30/25	Helicopter Operations	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Department Head Approved Agreements 5-21-24**

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

Department Head Approved Agrement

Board Agenda Item for May 21, 2024

Contractor	Amount	Term	Service	Department
California Reforestation	$15,000	2/1/24 to 6/30/24	Pest Control Services for Noxious Weed Program	AG
LexisNexis	$3,156	7/1/24 to 6/30/25	Legal Research	CoCo
35A District Agricultural Association	$420	8/30/24 to 9/2/24	Booth Rental (Breast Feeding)	HHSA
35A District Agricultural Association	$720	8/30/24 to 9/2/24	Booth Rental (HHSA Informational)	HHSA
California Department of Public Health	$0	4/19/24 to 4/19/26	Data Access - Snowflake	HHSA
Ranch Fence Inc	$10,000	5/1/24 to 11/1/24	Fencing	HHSA
Pilar Aurea Calderon	$1,500	1/1/24 to 6/30/24	ESL Literacy Program Assistance	HHSA
Oakhurst Plumbing	$6,285	3/14/24 to 4/15/24	1st Amendment- Fishcamp Fire Department Hot Water Heater	PW
The Water Connections Inc.	$5,000	7/1/23 to 6/30/24	1st Amendment - Backflow Testing at Various County Buildings	PW
47th Place One Carpet Floor and Home	$19,988	4/22/24 to 6/30/24	Public Works Carpet	PW
Oakhurst Plumbing	$6,285	3/14/24 to 5/6/24	2nd Amendment (terms) Fishcamp Fire Department Hot Water Heater	PW
Barton Overhead Doors	$744	4/5/24 to 6/30/24	Coulterville Fire Department Doors	PW
Barry's Drywall	$11,470	4/5/24 to 6/30/24	Public Works Remodel	PW
Barton Overhead Door	$7,720	4/22/24 to 6/30/24	Fleet Doors	PW
Cal West Pool, Inc	$20,000	4/10/24 to 6/30/24	Coulterville Pool Tile & Deck-o-Seal	PW
Mountain Aire	$3,149	4/5/24 to 6/30/24	Technical Services HVAC	PW
Mountain Aire	$934	4/5/24 to 6/30/24	Public Works Remodel	PW

Central Coast Aerial Mapping	$3,600	4/15/24 to 6/30/24	Landfill Aerial Mapping	PW
S&S Electric	$531	4/1/24 to 6/1/24	Baler Repair	PW
Brandon Boggs MD	$20,000	4/1/24 to 6/30/25	Preemployment Medical Exams	SO
Sally Gill	$13,200	4/1/24 to 3/31/25	Lease Agreement - 5284 Hwy 49N	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

RECOMMENDATION AND JUSTIFICATION

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637.

Per Resolution 22-637, Section 10.2 of the Committee Policy, each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.

10.2 A. Each annual report shall minimally include the following information:

A. An overview of the projects/issues/topics considered by the committee in the preceding year;

B. How the projects/issues/topics fall within the committee's purpose;

C. Any issues impeding committee effectiveness; and

D. Goals and objectives for the next year.

B. Committees are at liberty to add additional information to the annual report as they see fit.

10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.

10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board item in coordination with the committee chairperson.

10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate action, including dissolution of the committee prior to the sunset date, may be considered.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted Resolution 2022-637 Requiring Committees to Submit an Annual Written Report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the current and future projects of the committees.

FINANCIAL IMPACT

Not Aplicable.

ATTACHMENTS

1. **CCAC 2023 Annual Report**
2. **SSTAC Annual Report 2023 - Approved 4-24-24**

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

To: Board of Supervisors

From: Code Compliance Advisory Committee

Date: April 17, 2024

Re: 2023 CCAC Annual Report

Code Compliance Advisory Committee Purpose

The Code Compliance Advisory Committee's purpose was set forth by the Mariposa County Board of Supervisors in Resolution 2021-331:

- Develop recommendations to the Board 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 work of staff in the conduct of fact finding and data gathering.
- Provide periodic assessment and evaluation of and feedback to the Board regarding the success of an amended process and program.

Code Compliance Advisory Committee Membership

The CCAC was created in June 2021 with the first meeting held November 3, 2021. The CCAC was created as a nine-member, volunteer, citizens committee.

Two of the primary qualities the CCAC brings to its code compliance advisory role are the richly diverse backgrounds of its members and its status as a non-judicial body, which enables detailed review of specific, individual cases. Both qualities were well-utilized in 2023 in service to the Board of Supervisors. Although its composition changed over the course of the year, it was continuously populated with Mariposa County property owners whose experience in engineering, building, business, law, and human resource management served the county well. Special knowledge areas that were particularly relevant include building codes, state statutes, and business processes.

The CCAC has come to a highly developed understanding of the challenges facing the county as it attempts to implement a fair, innovative, and effective code compliance program. At the start of 2023, the CCAC's primary focus was to improve its communications with the Board of Supervisors. The committee continues to be excited to make its insights and solutions known to the Board.

Background – Key Initial Findings – 2022 and early 2023

On April 18, 2023, Chair Woblesky presented the CCAC Update and Annual Report to the Board. In that report, members identified seven key initial findings from the first year's research and analysis:

1. Inadequate communication with the public.
2. Official website not well-utilized.
3. Hard-copy information needed.
4. Procedures imprecise and redundant.

5. Correspondence confusing and often hostile.
6. Inadequate updates on violation status.
7. Overemphasis on punitive approaches in contrast to official Board policy.

At the end of that meeting, the direction received from the Board was “to focus on Resolution 2019-218 for enforcement and compliance.” [Official minutes, 4/18/23 BOS meeting, Agenda item #I.1]

Board Direction to Focus on Code Amendment 2019-218 – April through September

For six months, in compliance with the Board’s direction, the CCAC turned its focus to County Code Amendment 2019-218. Flaws found in that proposal include:

- Violations of due process rights.
- Incorrect, legally inadequate appeals hearing provisions.
- Overbroad, vague definitions of nuisances.
- Inadequate allowance for “a reasonable period of time” to correct violations.
- Inclusion of fines in special assessments and liens.
- Disregard of California’s legal processes for setting fees.
- Excessive fines imposed “each and every day” doubling on the 31st day.
- Use of a resolution to accomplish changes that require an ordinance.
- Failure to prioritize remediation measures.

Progress on the CCAC Mandate – October through December

After the September 18, 2023, Joint Special Meeting with the Board of Supervisors, the CCAC returned to its mandate and over the course of 2023, has done the following:

1. Advocated for the use of regularly scheduled, face-to-face, multi-departmental meetings designed to incorporate broader knowledge sets and legal authorities and to increase code compliance successes.

2. Developed and recommended to the Board an Abandoned Vehicle Abatement Program and identified real-world examples in which it would have been effective if enacted.

3. Identified and recommended to the Board provisions of current Mariposa County Code that need amendment or deletion, including several changes to MCC Title 15.

4. Reviewed the Code Violations Log on multiple occasions, including details regarding individual recalcitrant property owners, as well as total cases by category, and developments from month to month as recommendations have been implemented.

5. Assisted staff in periodically identifying the ten most significant cases on the Log with an emphasis on prioritizing life-health-safety violations; helped define approaches to assist in remediation of those violations.

6. Identified characteristics that allow cases to be removed from the Log with an emphasis on removing those exceedingly old or minor cases that do not constitute life-health-safety concerns, including extreme age of the allegation without recent confirmation that

it still exists, cases created by bureaucratic snafus that should not result in enforcement against the property owner, and similar problems.

7. Discussed the use of ARPA funds to provide a voluntary abatement program but were told late in the year that ARPA funds are no longer available.

8. Reviewed and critiqued the "2001 Mariposa Planning Enforcement Procedures" booklet that requires use of the "Notice of Intent to Find Violations," which has no legal effect and impairs code compliance process effectiveness.

9. Discussed improved processes and procedures based upon best business practices, including more effective use of flow charting, risk analysis, and Lean Six Sigma principles to achieve Board objectives and goals for functional and fair code enforcement.

10. Recommended a simple amnesty program that would put the county's best foot forward while allowing property owners and residents to demonstrate their genuine interest in achieving compliance in the face of what often are limited resources.

11. Reviewed in detail a specific case involving violation of multiple codes (Titles 13, 15, and 17) with the cooperation and assistance of Environmental Health and other staff in a public setting, and thereby identified obstacles to timely and effective enforcement under current codes (LDP RV case 2023-064).

12. Identified Health and Safety Code statutes, which are already available for enforcement use, and which allow remediation through cooperative efforts, fines, abatement, and other methods, and which include cost recovery.

13. Identified the need for additional policy direction from the Board regarding use of infractions in enforcing under existing codes, as detailed in Titles 1 and 17.144, and use of misdemeanors, as detailed in Titles 1 and 15.

14. Identified funding sources for remediation of violations and received a presentation from Ben Goger on the Community Development Block Grant funds available through the county and administered through Self Help Enterprises.

15. Received a presentation from Modesto hearing officer Rick Reid regarding abatement appeals processes, appeals fees, and fines.

16. Studied three types of abatement (judicial, administrative, and summary) and received a presentation on the subject from Steve Dahlem, County Counsel.

Goals and Objectives for 2024

The CCAC's goals and objectives for 2024 include the following:

- Finalize development of an Amnesty Program.
- Assist staff, at their request, in communicating the Amnesty Program's terms to the public.
- Design and recommend implementation of abatement codes consistent with state requirements, including definitions.

- Design and recommend effective enforcement process implementation in Tyler Technologies for improved access by Mariposa County residents.
- Continue periodic reviews of the Code Violations Log in coordination with staff.
- Assist in identifying the top ten cases as requested.
- Further assist in identifying characteristics that help reduce the number and severity of cases on the Log.
- Research Housing and Community Development's park model rules and other regulations constraining the use of RVs for dwellings and recommend alternatives that may assist with housing supply.
- Create a case prioritization system, including nuisances.
- Identify appropriate enforcement mechanisms for each category of prioritized case.
- Develop outreach to the public with the assistance and collaboration of staff.
- Assist staff in identifying and documenting processes and procedures for all internal business processes, including flow diagrams and public-facing accessibility.

Mariposa County
Local Transportation Commission

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

March 21, 2024

To: Board of Supervisors

From: Social Services Transportation Advisory Council

Subject: Annual Report 2023

Authority: LTC Resolution #88-2, PUC 99238, SSTAC Bylaws, and LTC Resolution 88-3

Membership:

-One representative of potential transit users who is 60 years of age or older.
-One representative or potential transit users who is handicapped.
-Two representatives of local social service providers for seniors, including one representative of a social services transportation provider, if one exists.
-Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
-One representative of a local social service provider for persons of limited means.
-Two representatives from the local consolidated transportation service agency, including one representative from an operator, if one exists.

Membership January 1, 2023 to December 31, 2023:

Amanda Meek	Local Social Service Provider for Person's of Limited Means
Debra Barcellos	Social Service Provider for the Disabled
Jordan Van Delden	Local Consolidated Transportation Service Agency
Kelly Taute	Local Consolidated Transportation Service Agency
Tina Mclaughlin	Social Service Provider for Seniors

Term: 3 Year Terms

Purpose: Advise the Transportation Planning Agency regarding needs, including coordination and consolidation of specialized transportation services per PUC Section 99238.

Department: Public Works

Meetings:

April 26, 2023 – Debra Barcellos, from Mariposa Heritage House, shared a Presentation with us on their fixed route transit program. Debra let the group know that their LICN Grant, funding the transit program, would be ending in 2024. They are currently seeking funding sources to continue the transit program after 2024.

Jordan Van Delden gave us an update from Mariposa Transit. In FY 21/22 they had 7,800 1-way trips with nine drivers and two office staff. As of March 2023, Mariposa Transit was operating at 100% occupancy, has ten drivers, and four office staff.

Mariposa Transit is once again offering weekly shopping trips to Atwater and is adding weekly trips to the Mariposa Farmers Market, which will be available May through the end of October. Publication of the Mariposa Transit Offerings will include these new additions. They are still researching scheduling software programs which will allow Transit to make the switch to virtual vouchers.

October 25, 2023 – Kelly Taute and Rachel Nabors shared an update on Mariposa Transit. Mariposa Transit offered free Farmer's Market shuttles for all for the duration of the Farmer's Market May to end of October. Although it was a free shuttle the attendance was very low. There was a discussion of ways to increase ridership by increasing the advertising for the Farmer's Market Shuttles and Shopping Trip Shuttles.

Rachel Nabors made the comment that potential clients would prefer the shopping trips coincided with Cal Fresh payments to increase the likelihood that the shopping trips would be better attended. Transit will investigate if this would work with the drivers/vehicles schedule.

Mariposa Transit is working on a Service Agreement, which will be finalized soon, to make the rules clear for potential riders, drivers, and attendants of riders.

Goals & Objectives for 2024

Update the SSTAC Roster to reflect current membership.

Prepare Annual Report to BOS, approve at the April 24, 2024 meeting.

Advertise SSTAC vacancies and meetings.

Take comments and recommendations on Transit Unmet Needs in preparation of the Unmet Transit Needs Hearing.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **2-7-24 02.07.2024 BHB MINUTES APPROVED**
2. **4-8-24 IHSS Advisory Committee Meeting - Minutes**
3. **4-19-24 03.06.2024 BHB MINUTES APPROVED**
4. **WAAB MInutes 2.29.24 - SC**
5. **YWDAC minutes 3.14.24**
6. **AAC minutes 4.8.24 - SC**
7. **8A_March_2024_Board_Meeting_Minutes_FINAL**
8. **2024-04_minutes MCFAC**
9. **COA Minutes - 4.24.2024**
10. **SSTAC Meeting Minutes 10-25-23 - Approved**

11. 5-13-24 IHSS Advisory Committee Meeting - Minutes

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

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

February 7, 2024
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Paul Brickett, Ellie McQurrie, Loretta Milne, Mike Charman, Rosemarie Smallcombe, Olga Leonard

Members Excused:

Members Absent:

Guests Present: Tyson Wellcome, Monica Martinez, Kareli Gomez, Bryan Blew, Shane Bonner, Megan Atkinson,

Staff Present: Joe Lynch, Donya Evans, Sheila Baker, Rebecca Ballinger, Aryn Fisher-Brouillette

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:30 p.m. by Paul Brickett, Chair. Roll call introductions were made.

II. **Mission Statement:** The mission statement was read by Paul Brickett.

III. **Approval of Meeting Minutes for December 6, 2023 (attachment):** Ellie made a motion to approve minutes, and Loretta seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for December 6th, 2023 were approved.

As the meetings for January 3, 2024 did not have a quorum, these meeting minutes are not approved.

IV. **Public Comments:**
   a. Clarifications around quorums and board meetings were discussed. Rosemarie Smallcombe offered her knowledge to help clear up questions from other board members.

V. **Agenda Items**

A. Announcements:

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Nothing to report
2. **Mariposa Minds Matter:**
    i. The "New State of Mind" movie event was well advertised, but not well attended. Hopes to re-try the event the future. The MMM group is current preparing for Mariposa Butterfly Festival, the first week of May. They are also currently recruiting, the next meeting will be February 14th at 3:00 pm in the Mariposa Room. Please reach out to Donya Evans for further questions.
3. **Connections: Nothing to report**
4. **Probation:**
    i. Officer Gomez reported for Behavioral Health Court, one individual is in Phase 1, and three individuals are in Phase 3. Rosemarie requested more information surrounding the process for BH Court and what the phases of BH Court are. Officer Gomez explained the processes. She will also be bringing numbers next month for probation numbers.
5. **Native Solutions:** Nothing to Report
6. **Mariposa Safe Families:**
    i. Megan reported new training, Social Emotional Training, coming next week! This event is in held with collaboration with Movement to Change, Org. A flyer was handed out with further event details. There are several activities coming for the Youth Empowerment Center. On April 27th, the Youth Empowerment Conference will be occurring. All are welcome to attend. A new Youth Empowerment Coordinator has been brought on to MSF. MSF will be applying for a justice center grant in efforts to open a Family Justice Center. Megan will be requesting letters of support from the community. Rosemarie asked about intersection of other justice programs in the County and the Family Justice Center, Megan is working with other partners, like Victim Witness and Mountain Crisis to help with wrap around services. Rosemarie also asked Megan to share statistics for need when she has them. Sheila asked about the gap needed for services, and Megan continued to explain that over the years several individuals are needing more services that what MSF and other self-help centers have to offer.
7. **Ethos:**
    i. Tyson reported that Ethos received a grant for unhoused or unstably housed youth in Mariposa County, they are currently looking to hire for related positions. They are working to target 18–24-year-olds and help to resource housing and shelter options. It is very different than what Connections does with housing navigation. Part of this grant also offers 4 Intern positions for youth within the grant demographics.
    Unhoused youth has always been an issue, even amongst Mariposa County Youth, but it's often less obvious in rural communities because it may less apparent due to the sprawl of the county. Back on August numbers reflected ~110 youth affected by unstable housing; this number may have changed since. Rosemarie mentioned that the number pulled last fall was ~152. Ethos has also been working to do more events and outreach in North County and they have had success with members of the Coulterville/Greeley Hill area.
8. **Family Resource Center:**
    i. Monica reported that currently everything is going really well! The Grief Group is the most well attended group. Parenting classes have also been well attended for parents and youth.

C. Old Business:

1. None

D. New Business:

1. Discussion of Behavioral Health Board Goals for 2024: Requests for Suggestions
    i. What are the goals for the Behavioral Health Board Report. The Action plan has not been updated in quite a while and likely needs to be readdressed. It was suggested that the action plan be re-evaluated to focus on the goals yearly.
    The item regarding contracts from the Action plan were brought forward. Joe mentioned that in June, contracts for all of 24-25 can be shared. Rosemarie stated that the goal of these contracts and what it is that is needed to better understand these metrics. Ellie suggested understanding how well our contractors are doing, would be nice to know. Joe stated that these numbers can be reviewed and presented at a future meeting with notice for the QA team to pull together. Each contract has it's own scope of work, so different contracts apply to different subjects. Some information can be harder to identify, depending on the organization or facility that the contract applies to.
    Mike brought up connecting the action plan items to the mission statement and the overall goals of the BHB and how would data be perceived to also meet the mission statement. Joe made some suggestions about the types of questions to ask to better suit the needs for pulling data.
    Rosemarie suggested reviewing contracts via their fiscal cost, and expenditures, but identifying how it is helpful is a bit tricky.
    Mike suggested that a future meeting be directed toward addressing the Action Plan. Paul suggested a committee review the action plan.

    Another goal on the action plan was training and orientation for board members, and Loretta mentioned that she has yet be truly oriented to the board. Aryn offered to provide some organizational resources and training via the CalBH/BC for better assistance. Aryn will send this out via email before the next meeting.

    For the next meeting, we will revise the action plan further. At least picking up on orientations and trainings to ensure a better understanding of the terminology used, who people are, how they're responsible, etc.

    Sheila mentioned the importance of the Behavioral Health Board and the importance of this meeting for our stakeholders and linking together the community and our community partners. Sheila also mentioned that the Mental Health Services Act is being revised and the stakeholder, a future date meeting to be open to the public will be announced.
2. Finalizing the final draft of the 2022 By-Laws
    i. The Clerk of the Board has requested some minor edits to the drafted bylaws. The board requested that this item be tabled until next month for further revisions.

3. Vote to approve a new board applicant for recommendation to the Board of Supervisors.
    i. This item has been tabled for review. It was requested that the application be added to the next packet, Aryn will review this item.

E. Review and Discuss Policy/Legislative Issues Relevant to the BHB:

1. Rosemarie serves as the Rural Counties Representative on the California State Association of Counties Health and Human Services Policy Committee, her role is to advocate for issues that small rural counties face. A call will be held next week to discuss further legislative items like Prop 1, Care Court, SB 43, etc. Rosemarie is happy to hear concerns and comments from the community as it relates to this role. At this time, only 2 counties in California have chosen not to defer SB 43. Mariposa has chosen to defer until January 1st, 2026. This bill effects the definition of "Gravely Disabled".

   Ellie inquired about how Prop 1 would affect Mariposa County. Joe explained that this transitions 33% of the mental health-based budget toward housing, but due to Mariposa's size and need, this funding could be problematic simply due to the lack of housing available. This could affect the flexibility of the organization. However, HHSA is resilient and there are programs in the community that could be affected by an increase in funding.

   Rebecca asked about what would happen if the money was not fully utilized, would it go to a general fund or would it be revised? Joe answered by explaining that the funds would fall under a 3-year reversion plan.

   Olga made mention of how housing may not be the only solution to aid in homelessness. Joe explained that housing is rarely offered as treatment because housing comes with housing supports like case management, job connections, mental health efforts, and so on.

   Loretta asked how Maintenace and upkeep of potential and current housing with the community. Joe explained that all rentals maintained through county programs are maintained and upkept by the county to ensure proper and safe care and education for the basic life skills and requests for housing.

F. Review and Discuss BHRS Contracts (Quarterly):

G. Staff Reports:

1. **Acting Director of HHSA:** Joe Lynch
    i. Currently working on acts of care and hoping to offer greater flexibility to clinicians, like offering more expansive telehealth.
    ii. Working with CCAH, the new managed care provider, to help increase the level of care available for care.
    iii. We have purchased a building in North County to expand HHSA services, but with a mindful focus on behavioral health services. This will be a shared space and community partners will be able to come in.
    Moving toward 3-year contracts with community partners.
    iv. HHSA is working with MCUSD to help provide oversight and behavioral services for the school district.
    v. When new legislative items appear, HHSA's view is to voice their opinion, but plan for the changes either way in order to prepare. However, if there

are things this board objects to and wants this information passed on, HHSA will pass this messaging along.

vi. Regarding the closure of the encampment, The Board of Supervisors made changes to Title 15 in order to best work with building new spaces at Connections.

2. **Director of Health Services:** Kristina Keheley
   Nothing to report
3. **Deputy Director of BHRS:** Sheila Baker
   i. Sheila did mention that she was working with other committees regarding Prop 1 and has helped to identify exceptions for rural counties. Sheila visited the North County building this morning and got to better envision the space.
   ii. Sheila also reported recent SPOT data, where the SPOT committee sent out mailers, TV ads at local businesses, coffee sleeves for local coffee shops, tabling events, and provided prevention information at churches, senior center, gun shops, large community events, etc. Crisis signs are now posted at the William Cell Bridge on either side of the bridge. In the coming year, more crisis prevention, crisis mobile units, outreach, mass mailers, PSAs, social media posts, etc. Will be occurring. Sheila has been working with Mariposa's local radio station to help deliver prevention information. Some statistics where shared. Numbers continue to decrease, 2021 was the highest year of suicides during the height of the pandemic. Our CCMU grant helps to provide outreach services to the community by professionals. Another presentation regarding Mobile Crisis will be given at the next meeting. This is a state mandated program.
4. **Financial:** Nothing to report
5. **Quality Assurance:** Nothing to report

VI. Adjournment: Meeting was adjourned at 2:07 p.m.

Next Meeting: The next meeting will be held on March 6, 2024 at Mariposa County Health & Human Services from 12:30 to 2 p.m.

Submitted,
Aryn A Fisher-Brouillette
Recording Secretary

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, April 8th, 2024

Members Present: Darlene Miles, Dana Hallett, Eva Adams & Mary Wilson

Members Absent: Mary Dempsey – Excused

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): Erica Johnson and Ron Hull – Housing Program Employees

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:36PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Housing and Low-Income Heating and Energy Program (LIHEAP) Presentations:
    a. Received a presentation held by Ron Hull regarding the housing programs offered in Mariposa County and a presentation from Erica Johnson regarding the LIHEAP. LIHEAP applications were given to everyone present.
    b. Eva asked about vacation rentals / bed and breakfast businesses taking up general housing and increasing rent & mortgage costs. It was asked if there are any limits on how many are allowed, per Rosemarie the board voted to not put any limitations at this time due to a review of revenue factors.
    c. General discussion was held around the lack of housing and if there are any options, at this time housing in this county is limited and it can take a long time to get into any type of general or affordable housing.
    d. Dana asked about an income increase pushing a person out of affordable housing and possibly making a person homeless, it is a known issue and discussion around solutions is being held at the county level.

e. General discussion was held around the requirements and qualifications for utilizing LIHEAP.

f. The committee members conveyed that staff on these programs have been very receptive and helpful and would like to extend their thanks.

2. Public Comments:

    a. N/A

3. Approvals:

    a. April 8th, 2024 Agenda:

        i. By unanimous vote, the committee approved the motion of Eva, with a second by Darlene, to approve the April 8th, 2024 Agenda.

    b. February 12th., 2024 Minutes:

        i. By unanimous vote, the committee approved the motion of Eva, with a second by Darlene, to approve the February 12th, 2024 Minutes.

    c. March 11th., 2024 Minutes:

        i. By unanimous vote, the committee approved the motion of Eva, with a second by Darlene, to approve the March 11th, 2024 Minutes.

4. UDWA - Union Status Update:

    a. Will reach out and try to extend an invite to have them attend the next IHSS Advisory Committee meeting.

5. New Business:

a. N/A

6. Board of Supervisors / Agency and Branch Updates:

    a. Rosemarie Smallcombe - Board of Supervisors (BOS):

        i. CA State Association of Counties (CSAC) meeting is coming up next week, Rosemarie will present on this at next meeting.

        ii. The Little Hoover Commission, an organization at the state level that looks at state policy, recently reviewed implementation of the Governor's Master Plan on Aging, Americans with Disabilities Act (ADA) and aging in California in general. Rosemarie will send links to Jason on the studies conducted who will disburse the information to all members, this will essentially be just demographic information.

        iii. California Depart of Aging still reviewing how to implement recommendations that have been received. Upon further inspection it has been identified that some recommendations will potentially require change of legislation which will be a larger undertaking than initially predicted.

    b. Christy – IHSS:

        i. Discussed live-in providers and non-live-in providers, including max hours allotted for providing services and how a provider should maintain healthy boundaries.

c. Janet – Public Authority:

    i. Need more Registry Providers as the list is getting shorter, one major reason is because people on the list are being assigned to recipients and becoming unavailable to be assigned to additional recipients.

    ii. Eva asked what the age limit is to become a provider, per Janet it is generally 18 though in certain situations children under the age of 18 can become a provider if they have obtained a work permit.

7. Quarterly Stats Update:

    a. Christy provided a verbal overview; printouts were provided to all present.

8. Next Scheduled Meeting Date: May 13th, 2024.

9. Adjournment: @ 2:57 PM.

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

March 6th, 2024
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Paul Brickett, Ellie McQuarrie, Loretta Milne, Rosemarie Smallcombe

Members Excused: None

Members Absent: Olga Leonard, Mike Charman

Guests Present: Kareli Gomez, Tyson Wellcome, Kristen Fiester, Juli Jines, Amber Scroggins

Staff Present: Sheila Baker, Rebecca Ballinger, Jillian Rodriguez, Joe Lynch, Randy Rindenhour, Adrianne Beas

Quorum: Yes

Mission Statement: The mission statement was read by Paul Brickett.

I. **Call to Order/Roll Call:** Meeting was called to order at 12:39 p.m. by Paul Brickett, Chair. Roll call introductions were made.

II. **Approval of Meeting Minutes for February 7, 2024 (attachment):** Ellie made a motion to approve minutes, and Loretta seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for February 7, 2024 were approved.

III. **Public Comments:** None

IV. **Agenda Items**

A. Announcements: None

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** No report
2. **Mariposa Minds Matter:** Jillian reported that Mariposa Minds Matter would like to do a 2nd showing of the "New State of Mind" movie and would like to advertise the event in a different way. The movie is a documentary that focuses on real life stories of people who have mental illness. Currently preparing for the Mariposa Butterfly Festival that will bring attention to stigma reduction and hopefully recruit new members for the Mariposa Minds Matter committee. Volunteers are needed for

the Butterfly Festival which is held on May 4th & 5th. A volunteer sign-up sheet will be available at the next Behavioral Health Board Meeting in April. Next Mariposa Minds Matter meeting is March 13, 2024.

3. **Connections:** No report
4. **Probation:** Officer Gomez reported Probation supervises 323 cases and 265 individuals. The difference in numbers is because some individuals have multiple cases. Paul mentioned the District Attorney did a presentation at the Board of Supervisors and he is interested in the follow-up of the information that was presented. Ellie asked how many people get off probation. Officer Gomez explained there is a time limit of how long someone can be on probation and further explained the probation process.
5. **Native Solutions:** No report
6. **Mariposa Safe Families:** No report
7. **Ethos:** Tyson reported there has been a rise in high need and high-risk cases. Ethos has been providing shoes and connecting individuals to resources to obtain identification cards and birth certificates. Ethos took 13 students on a field trip to UC Merced and met with some professors to discuss doing a mural at the skatepark here in Mariposa and did a campus tour. Ethos is working with Spring Hill school to create programs to support healthy choices and the work can go towards school credits. Next week will be taking students to Columbia College to meet with the Dream Team and will do a campus tour. Sheila mentioned that recently a staff member from the Behavioral Health & Recovery Services-SUD unit has been working with Ethos once a week for about 3 hours a day. Peer support has also been working with Ethos providing education. Tyson mentioned that the partnership is going well.
8. **Family Resource Center:** Amber Scoggins is the new program director for Family Resource Center and for CASA. Tyson helped give report since Amber is still new in her position. The Family Resource Center is located next to Ethos. Ethos partnered with CASA to create the Family Resource Center. Youth Advisory Board went well. At least 3 youth are part of the board, and the Family Resource Center is working with them to create a board agenda and delegate jobs. There were two TRAC calls at the Family Service Center. Grief classes are going well. Upcoming event for St. Patrick's Day happening at the Creekside Terrace Apartments. Date is Saturday, March 9th, 2024 12:00PM-2:00PM. Ellie asked how to reserve the recreation room at the Creekside Terrace Apartments. Contact Self Help Enterprises and talk to Roberto Garcia or you can talk to Kelly at the apartments. Kelly is usually there during business hours.
9. **Mountain Crisis:** Juli Jines has been in her current position as a Peer Counselor since January 16, 2024. Julie works with 20 young people on Fridays at Ethos on topics about healthy relationships. Juli is starting a support group. The first group topic will be on resiliency, starting March 6, 2024 at 2:30PM. The group will be open to male and female participants.
10. **Rosemary Smallcombe:** Rosemarie gave a legislative policy update. Waiting on the outcome of Proposition 1. The outcome of the vote will affect funding for Behavioral Health services and programs. Further discussion on Prop 1 continued.

C. Old Business:

1. Paul, Rosemarie & Loretta will have a meeting and go over the Action Plan for Behavioral Health Board including revising training and orientation for new Behavioral Health Board members.
2. Review and vote on approving the Bylaw Revision of the Behavioral Health Board was tabled to next meeting, April 3rd, 2024.
3. Two new applicants have applied to be members of the Behavioral Health Board. These two applicants will be contacted and invited to the next meeting April 3rd,

2024 so that the applicants can introduce themselves and meet the Behavioral Health Board members, partners, and staff. Rosemarie mentioned this will give the applicants an opportunity to see if they are interested in being a member.

D. New Business: Friendly Visitor Program

1. Sheila Baker gave a presentation on the Friendly Visitor Program, which is a program that connects senior residents with volunteers to provide company to seniors that are experiencing isolation. The program would like to have 12 participants and 12 volunteers. A monthly gas voucher will be provided to volunteers. For questions and additional information, please contact the Friendly Visitor Program Coordinator, Katy Landers. Klanders@mariposacounty.org

E. Staff Reports:

1. **Director of HHSA:** Joe Lynch reported on three updates. One, the encampment will receive a 30 day notice the first week of April, notifying that the encampment will be closed the first week of May. Pallet shelters will be installed at Connections March 27, 2024. There are 8 people currently at the encampment and they will be offered a place to stay. The encampment will be officially closed in May. Two, there has been a rise in the community for services. People are isolating themselves more, the cost of living has gone up, and people are not making more income and it has become hard to keep up. More people are feeling like they cannot be successful. The Health & Human Services Agency is busier now with more appointments now than before. Three, in January the governor of California gives his budget and in May he gives a revised budget. In May, Joe and Randy will review the revised budget.
2. **Director of Health Services:** Kristina Keheley
   No report
3. **Deputy Director of BHRS:** Sheila Baker gave a presentation on the Friendly Visitor Program. See above under New Business.
4. **Financial:** Randy Ridenhour gave a summary report on Revenues and Expenses as of March 6, 2024.
5. **Quality Assurance**: No report

V. Adjournment: Meeting was adjourned at 12:31 p.m.

Next Meeting: The next meeting will be held in the Mariposa County Health & Human Services Mariposa Conference Room and via Teleconference, April 3, 2024 at 12:30p.m. to 2:00 p.m.

Submitted,

Adrianne Beas

Recording Secretary

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

WATER AGENCY ADVISORY BOARD

ACTION SUMMARY MINUTES
February 29, 2024

A. 3:00 pm Called to Order

Attendee Name	Title	Status
Mike Guenther	Chair	Present
Sonny Palmer	Vice Chair	Present
Michael Martin	Member	Excused
John McCamman	Member	Present
Mark Rowney	Member	Present
Dave Conway	Member	Present
Susan Wages	MPUD	Absent
Matt Hespenheide	PWD County Engineer	Present
Claudia Gonzales	PWD	Present
Sam Cerveny	PWD Deputy Director	Present
Jean Dordan	PWD Executive Assist	Present
Wes Smith	Mariposa OES	Present
Danette Toso	Supervisor District III	Excused
Shannon Poe	Supervisor District II	Absent
Steve Dahlem	County Counsel	Present
Jim Stahl	Resident-Wawona	Phone

B. Introductions

None

.

C. Public Comment

None

D. Approval of Minutes

January 16, 2024 (M) Sonny Palmer (S) John McCamman Mark Rowney defines paragraph 2. Mark emphasizes his report was in Kilowatts, MID reported in Megawatts.

E. Action Items

1. Adopt updated By-Laws

County Counsel Steve Dahlem reports he corrected clerical errors.

(M) Sonny Palmer (S) John McCamman

F. Discussion Items

1. Continued discussion of the review of MID settlement payments and audit report

Last year the full $300,00 was received from MID. County Counsel Steve Dahlem reported that the county will receive a payment in April or May. The County wants an in-person meeting with MID, Steve would like Mark Rowney to attend. The low interest-bearing account will be addressed.
County Engineer Matt Hespenheide would like to target locations for groundwater recharge from Lake McClure, Matt has been talking with the Army Corps of Engineers regarding Burns Reservoir from Exchequer Dam to hold water. The Army Corp has an easement at Burns Reservoir. The land is in Merced County and one parcel away from Mariposa County.
Matt emphasizes that 18 million dollars won't be enough to get a large project completed. Matt would like to look at flood protection as a possible project.

Recess Water Agency Advisory Board

G. Water Agency Advisory Board to sit as the Drought and Water Shortage Task Force

1. Status of Grant Application

The County was granted $125,000 by the Department of Water Resources (DWR), the county can now move forward with a plan for the Task Force. Community outreach will be a large portion of that plan to receive information regarding wells on private property from county residents and for joint mutual aid programs during a disaster.

2. Update from Blackwater/Public Works

None

Reconvene as the WAAB

H. Next Meeting

It was agreed to meet on a bi-monthly basis on the 4th Thursday of the month.

Next meeting scheduled for April 25, 2024 at 3:00 pm

I. Adjournment

Meeting adjourned at 4:00 pm

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

YOSEMITE WEST DISTRICT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
March 14, 2024

1. 10:05 am Called to Order

Attendee Name	Title	Status
Tom Lambert	Chair	Present
Debra Kroon	Member	Phone
Malcolm Neal	Member	Present
Art Cormier	Member	Present
John Mock	Member	Present
Ted Williams	Member	Present
John Luthey	Plant Ops Manager	Present
Matt Hespenheide	County Engineer	Present
Rosemarie Smallcombe	Supervisor District I	Present

2. Introductions

3. Public Comment

None

4. Approval of Minutes

Approve minutes of December 14, 2023, John Mock as amended (S) Art Cormier. Clarify Blackwater full company name. Remove reference to Nature Bridge and Scenic Wonders. Clarify pursuing other options (Luthey).

5. Discussion and Action Items

a. Elect Chair

Tom Volunteers to continue to Chair the committee (M) Art Cormier (S) Malcolm Neal.

b. Elect Vice Chair

Debra agrees to remain the Vice Chair (M) John Mock (S) Art Cormier

c. Approve Annual Report to Supervisors

(M) Malcolm Neal (S) Ted Williams

d. Approve updated By-Laws

John Mock has made comments on the By-Laws that Supervisor Smallcombe will review. This item is tabled until the next meeting. (M) John Mock (S) Ted Williams

6. Updates and Reports

a. Fiscal Update, including normal reporting of status of account with a summary historical comparison if available

County Engineer Matt Hespenheide advises the committee there is no fiscal update for today's meeting. The County is in the process of doing mid-year adjustments. There will be an update available at the next meeting.

Rate studies should be on every agenda. There will be an update from Bartle Wells over the next several months as they take capital improvement numbers that were updated in the 2015/16 study and will reflect 2024 numbers. Public Works has put together a new capital improvement plan for Yosemite West for the next five years that is still in draft form. Matt Hespenheide can provide a draft for committee review at the next meeting.

b. Grant Updated – IRWM and USDA grants

Black Water Engineering is conducting preliminary engineering to evaluate the leach fields system. 80 acres was purchased around the existing plants through ARPA Grant Funding. They will evaluate what improvements need to be made to increase permitting from the Water Board to increase the volume from 60,000 gallons to 100,000 gallons with the additional 80 acres by expanding the spray field during the summer and adding an additional leach field for the winter. The IRWM Grant is $436,000. Matt will have a Black Water Engineering report for review by the next meeting.

c. Operations Update – flow rates, maintenance issues

Plant Operations Manager John Luthey reported there were no major issues, there was a flow meter issue and heating issue that were resolved. Clarifier is ready as soon as the weather warms up. There is a continued effort to replace old meters. There was a 99% read rate last month. A discussion of wells ensued including measuring at the wellhead and spoke of gpm and future water needs.

d. Update on WWTP Capacity Limits (how and by whom plant capacity is determined)

The original Engineering report has an inflow limit of 60,000 gallons, the district will have to go under a new permit within the next two years.

7. Next Meeting

All future agendas should have prop 218 as an item.
Next meeting scheduled for June 13, 2024 at 10:00 am

8. Adjournment

Meeting adjourned at 11:55 am by Tom Lambert

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

Roads – Parks & Recreation – Facilities – Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

TEAM, SERVICE, STEWARDSHIP

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
mariposacounty.org

AIRPORT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
April 8, 2024

A. 3:05 pm Called to Order

Attendee Name	Title	Status	Arrived
Ruth Sellers	Chair	Present	
Roy Anderson	Vice Chair	Present	
Gary Friesen	Member	Excused	
Joe Coho	Member	Absent	
Rick Leinheuser	Member	Present	
Pat Skogen	Member	Absent	
Aitor Loymendy	Member	Present	
Sam Cerveny	Deputy Director of PWD	Present	
Jean Dordan	Executive Assistant PWD	Present	
Miles Menetrey	Supervisor District V	Present	
Shannon Poe	Supervisor District II	Absent	

B. Introductions

None

C. Public Comment

None

D. Approval of Minutes

February 12, 2024 (M) Rick Lienhauser (S) Andy Ferris

E. Updates and Reports

1. FBO Report

Tony Borreson reported that the fuel farm has now been painted, there are two lights out that need replacement as soon as possible. Weights and Measures came to the airport and inspected the fuel farm. It is required that copper lines must be replaced with stainless steel. For safety reasons the tanks need an alarm or shut off to be installed. There are two fire extinguishers that need to be replaced. There needs to be an identification decal for the fuel tank. The county came out to repair a water leak under the fire hydrant, the water was shut off to

the terminal without the knowledge of staff. They would like to be informed in the future. The pressure tanks are affecting the water pressure at Stan Wheeler's house. Airport tenants would like a new sign, and a new t-hanger with any leftover funding through ARPA.

2. Safety Report

Stated above.

3. Public Works Report

Deputy Director Sam Cerveny reports that the tanks at the fuel farm are done. Sam will find out what funding is still available through the Cares Act. Sam will look onto the fire hydrant issue. Public Works is still waiting for lease information that is incomplete. Bronson Lee's hangar is for sale. Hangar inspection was postponed due to weather and has been rescheduled for April.

F. Action Items

None

G. Discussion Items

1. What does this Committee feel has been accomplished in the last 5 years. Meaning, what have we proposed to the BOS that has been implemented?

Ruth Sellers talks about an incident regarding the Clerk of the Board that happened two years prior regarding committee members.

2. What would this Committee like to propose to the BOS, for implementation in the next 5 years?

Member Aitor Lomendy states that the communication has vastly improved. The committee is pleased that the plan to place a cemetery at the airport has now been removed from consideration by way of a recent board action. Chair Roy Anderson asks if the committee can help in any way when Tony Borreson leaves as the FBO of the airport when his contract ends June 30, 2025. Sam Cerveny assures the committee that the terminal will not close. The county will look for a new FBO or have a county employee do the airport tasks. Roy Anderson would like to leave this item on next agenda for discussion.

3. A discussion as to our committee being represented in person at a BOS meeting, at least 3 times a year. One thought is to attend a BOS meeting, one week prior to our meeting. A suggestion is to rotate AAC members at the BOS meeting, to allow our different perspectives to be fully utilized.

Aitor Lomendy doesn’t see a reason to go to the Board meetings expressing that transparency is currently much better than in the past. Supervisor Miles Menetrey reports about the meetings he attends during the Board meetings. Tony Borreson is leaving as the FBO of the airport so the county will need to find someone to run airport. Tony states that the business is not making enough money to support itself with the rising costs of staff, insurance, and other costs of doing business. Tony would like to still run a business at the airport. The airport may do Wings and Wheels event again this year.

H. Next Meeting

The next meeting is scheduled for June 10, 2024 at 3:00 pm

I. Adjournment

The meeting adjourned at

Respectfully submitted,

Jean Dordan
:

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, March 27, 2024
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Ms. Leslie Abasta-Cummings	At Large Health Care Provider Representative
Dr. Ralph Armstrong	At Large Health Care Provider Representative
Supervisor Wendy Root Askew	County Board of Supervisors
Ms. Tracey Belton	County Health and Human Services Agency Director
Ms. Dorothy Bizzini	Public Representative
Dr. Maximiliano Cuevas	Health Care Provider Representative
Ms. Janna Espinoza	Public Representative
Dr. Donaldo Hernandez	Health Care Provider Representative
Ms. Elsa Jimenez	County Director of Health Services
Ms. Mónica Morales	County Health Services Agency Director
Supervisor Josh Pedrozo	County Board of Supervisors
Dr. James Rabago	Health Care Provider Representative
Dr. Allen Radner	At Large Health Care Provider Representative
Dr. Eric Sergienko	County Public Health Officer

Commissioners Absent:

Supervisor Zach Friend	County Board of Supervisors
Mr. Michael Molesky	Public Representative
Ms. Rebecca Nanyonjo	County Public Health Director

Staff Present:

Mr. Michael Schrader	Chief Executive Officer
Mr. Scott Fortner	Chief Administrative Officer
Dr. Omar Guzmán	Chief Health Equity Officer
Dr. Dennis Hsieh	Chief Medical Officer
Ms. Jenifer Mandella	Chief Compliance Officer
Mr. Cecil Newton	Chief Information Officer
Ms. Van Wong	Chief Operating Officer
Ms. Kay Lor	Payment Strategy Director
Ms. Kathy Stagnaro	Clerk of the Board

1. Call to Order by Vice Chair Pedrozo.

Commission Vice Chairperson Pedrozo called the meeting to order at 3:06 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda.

[Chair Jimenez arrived at this time: 3:07 p.m.]

Chair Jimenez acknowledged the Board service of Commissioner Sergienko, who served as the Mariposa County Health Director's representative on the 5-county Board since its inception in October 2023. This was Commissioner Sergienko's last meeting.

Chair Jimenez informed the Board of the upcoming annual evaluation process of the Alliance's Chief Executive Officer. At the April Board meeting, the Board will finalize Mr. Michael Schrader's review in closed session.

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

No members of the public addressed the Commission.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

[Commissioner Hernandez arrived at this time: 3:10 p.m.]

Commissioner Espinoza discussed concerns regarding members aging out of nursing care and children who are aging out of the whole child model. She also discussed referrals for California Children's Services.

Commissioner Rabago discussed access to quality care in Merced County particularly as is relates to the Alliance mission. Staff plan to include an item on the April Board agenda to discuss this topic in depth.

4. Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO). Mr. Schrader thanked Commissioner Sergienko for his service on the Board and his contributions to the success of the expansion into Mariposa County.

Next month's Board meeting will be held in-person at the El Capitan Hotel in Merced County on April 24, 2024 from 10:00 a.m. to 2:30 p.m. The planned agenda includes information and discussion on the state of the Alliance network, with a focus on specialty care; the framework for the future D-SNP program; and quality and health equity in Merced and Mariposa counties.

The lengthy and complex negotiation with Common Spirit were completed resulting in a three year renewal from January 1, 2024 through December 31, 2026. Negotiations were completed without any lapse in access to care for members. Last week the parties issued a joint press release informing the community that Alliance members were able to maintain access to Dignity Health, hospitals and physicians.

The Merced County Office of Education, Dignity Health, and the Alliance are partnering on a media campaign with a focus on getting children to see their physicians for well-check visits. The campaign will include 300 spots on local radio stations, sponsorships for weather and sports segments, a radio interview with Dr. Omar Guzmán, Chief Health Equity Officer, and Snapchat and Facebook advertisements. The three partners are hosting a joint press conference on April 4, 2024 to kick off the campaign. Speakers will include Supervisor Josh Pedrozo, on behalf of the Alliance; Dr. Steve Tietjen, Superintendent of the Merced County Office of Education; and a local Dignity physician.

As reported in the New York Times and other national news media, Change Healthcare, a subsidiary of UnitedHealth Group was a victim of a cybersecurity attack on February 21, 2024. Its systems were taken offline and this in turn caused cash flow issues for providers across the country. The Alliance team acted quickly to implement workarounds for local provider partners. The Alliance helped more than 100 providers who were submitting claims electronically through Change Healthcare to the Alliance to switch to a different clearinghouse, Office Ally. On the payment side, the Alliance issued paper checks to providers most in need to prevent immediate cash flow issues. The Alliance used Echo, a subcontractor of Change Healthcare to deliver electronic funds transfer payments and associated remittance advice to all Alliance provider partners. Now that the clearinghouse operations of Change Healthcare have been restored, providers may stay with Office Ally or switch back to Change Healthcare to submit electronic claims to the Alliance.

Staff followed up from last month's Board meeting with public speaker Ms. Alicia Rodriguez, CEO, GoldenPACE Health, regarding the request for a letter of support to establish PACE in Monterey, Santa Cruz and San Benito counties. Staff shared the Board approved criteria for evaluating requests for PACE letters of support. The next step is for GoldenPACE Health to provide the necessary information so that staff can evaluate the request and bring it to the Board for consideration at a future meeting.

Notable on the consent agenda are items 7A and 8A. Item 7A are the minutes of the last month's Commission meeting. The minutes state that Ms. Alicia Rodriguez, CEO, GoldenPACE Health, spoke in support for a Program of All-Inclusive Care for the Elderly (PACE) center to serve Santa Cruz, Monterey and San Benito counties. Ms. Rodriguez contacted the Clerk of the Board and requested that the minutes be revised to reflect her request for a Letter of Support from the Alliance for GoldenPACE Health's application to establish PACE in this region. Staff ask that the Board approve the minutes to include this request. Item 8A recommended approval of the Investment Plan for the Medi-Cal Capacity Grant Program. At last month's meeting the Board received a draft of the Investment Plan and provided strategic direction. Today, staff seek approval for the final version that incorporates the Board's strategic guidance.

Consent Agenda Items: (5. – 8A.): 3:36 p.m.

The February minutes of the Commission were amended to include the request of a letter of support from the Alliance for GoldenPACE Health's application to establish PACE to serve Santa Cruz, Monterey and San Benito counties by Ms. Alicia Rodriguez, CEO, GoldenPACE Health.

Chair Jimenez opened the floor for approval of Consent Agenda items 5 through 8A.

MOTION: Commissioner Bizzini moved to approve Consent Agenda items 5 – 8A, seconded by Commissioner Askew.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Armstrong, Askew, Belton, Bizzini, Espinoza, Hernandez, Jimenez, Pedrozo, Rabago, Radner and Sergienko.

Noes: None.

Absent: Commissioners Friend, Molesky, Morales and Nanyonjo.

Abstain: Commissioner Cuevas.

Regular Agenda Item: (9. – 10.): 3:37 p.m.

9. Consider approving the Alliance's legal and regulatory Compliance Program Report for 2023 and receive required Board training in Compliance. (3:37 – 4:16 p.m.)

Ms. Jenifer Mandella, Chief Compliance Officer, presented the Alliance Compliance Program Report for 2023 and provided required annual Board training in compliance.

[Commissioner Morales arrived at this time: 3:40 p.m.]

Key takeaways from the presentation included 1) a highly regulated and constantly evolving environment; 2) an effective Compliance Program mitigates risk; and 3) the Alliance Board is a key participant in the Compliance Program, providing oversight and ensuring an effective program.

Key accomplishments included the implementation of the 2024 Department of Health Care Services Model Contract, National Committee for Quality Assurance accreditation and process improvements to improve efficacy.

MOTION: Commissioner Cuevas moved to approve the Compliance Program Report for 2023, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Abasta-Cummings, Armstrong, Askew, Belton, Bizzini, Cuevas, Espinoza, Hernandez, Jimenez, Morales, Pedrozo, Rabago, Radner and Sergienko.

Noes: None.

Absent: Commissioners Friend, Molesky and Nanyonjo.

Abstain: None.

10. Consider approving Medicare Dual Special Needs Plan (D-SNP) Primary Care Provider Rate recommendation. (4:16 – 4:26 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Kay Lor, Payment Strategy Director, reviewed the Dual Special Needs Plan (D-SNP) provider payment recommendation for primary care providers. The Alliance will launch a Medicare D-SNP product effective January 1, 2026, as part of the Department of Health Care Services policies to promote integrated care for beneficiaries dually eligible for Medicare and Medi-Cal benefits as a component of the CalAIM initiative.

MOTION: Commissioner Sergienko moved to approve payment for Primary Care Providers at 100% of Medicare rates as part of the Medicare Dual Eligible Special Needs Plan (D-SNP) expansion, effective January 1, 2026, seconded by Vice Chair Pedrozo.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Armstrong, Askew, Espinoza, Pedrozo, and Sergienko.

Noes: None.

Absent: Commissioners Friend, Molesky and Nanyonjo.

Abstain: Commissioners Abasta-Cummings, Belton, Bizzini, Cuevas, Hernandez, Jimenez, Morales, Rabago and Radner.

The Commission adjourned its regular meeting of March 27, 2024 at 4:26 p.m. to the regular meeting of April 24, 2024 at 10:00 a.m. at the El Capitan Hotel in Merced County unless otherwise noticed.

Respectfully submitted,

Ms. Kathy Stagnaro
Clerk of the Board

MARIPOSA COUNTY FIRE ADVISORY COMMITTEE

APRIL 17, 2024 ACTION SUMMARY MINUTES

LOCATION OF MEETING: Mariposa County Fire Department Headquarters
4802 Hwy 140 (Executive Meeting Room)
Mariposa, CA 95338

PRESENT AT MEETING: Alison Deak, Melinda Barrett, John Patton, Wes Smith, Wes Smith, Glenn Cahill, Lexi Ballinger, Will Fassett, Russ Marks, Hannah Harrison, Barbara Cone, Brian Mattos, Lacey Sharp, Rakibul Shogib, Chris Bernard, Raini Patterson, Tara Fouch-Moore, Mike Seymour

Seeing a quorum, the regular meeting of the Mariposa County Fire Advisory Meeting was called to order at 9:30 AM by John Patton.

The committee proceeded to consider the agenda and the following actions were taken or direction given.

Item 1. Approval of minutes

By a unanimous vote, the committee approved the motion to approve the minutes from March 2024.

Item 2. Update MCFAC membership

By a unanimous vote, the committee approved the motion of Brian Mattos, with a second by Melinda Barrett, to recommend to BOS that SWIFT be moved from MCFAC voting member to ex-officio member.

By a unanimous vote, the committee approved the motion of Russ Marks, with a second by Barbara Cone, to recommend to BOS that Sierra Foothill Conservancy be added as MCFAC voting member.

Item 3. Update on status of RFFCP process

No action

Item 4. Standing Item: Upcoming grants and collaborative opportunities

No action

11:07 AM There being no further business, the meeting was adjourned by John Patton

Minutes submitted by,
Alison Deak
Secretary

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa,

CA 95338

MINUTES

(DRAFT)

Wednesday, April 24, 2024

IN-PERSON MEETING

Location:

Coulterville Conference Room

Health & Human Services @

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:01 AM by Candy O'Donnel-Browne.

    a. **HHSA Staff Members -** Jason Allen & Lydia Arre

    b. **Voting Members Present –** Candy O'Donel-Browne**,** Don Fox & Linda Pribyl.

    c. **BOS Representative** – Rosemarie Smallcombe

    d. **Guests –** Claudia Gonzales and Matt Hespenheide – ADA Coordinators

2. **Absent:** Lindsay Burtle - Excused & Nina Rhodes - Excused.

3. **Public Comments:**

   a. N/A

4. **Rosemarie Smallcombe:**

   a. The current director of the Department of Aging, Susan DeMarois has identified a need to engage more with the public and Area Agencies on Aging. The department contracted with Creative Consulting on the CA 2030 Steering Committee who, after the last meeting that was held in December of 2023, created a report outlining recommendations regarding the structure in California for the delivery of services to seniors and people with disabilities. Throughout the state there have been many changes to the population causing there to be far more variation to necessary services than captured in the previous report, this means that messaging needs to be heavily adjusted. The Department of Aging is currently working towards identifying what needs to be done internally to support people who have questions about how to better communicate with California's population and how to better deliver services to all.

   b. SB 1249: Discussed implications of the Mello-Granlund Older Californians Act. Handouts were distributed to all present. Further analysis is needed to study the impact to Mariposa County and Area Aging on Aging.

   c. Effective as of January 2024, people in Mariposa County that have Medi-Cal have been moved to one of two new providers under the newly established County Organized Health System (COHS.)

   d. Discussed the need to look at our own county and how Mariposa can adjust to better deliver services to those who need them.

e. Discussion was held around Prop 1 and how it affects counties. Rosemarie provided an overview.

f. Discussed a desire for a “neighbors helping neighbors” program.

g. It was suggested to add a standing item regarding CA 2030 Steering Committee. Jason will add this to agendas going forward.

5. **Approval of January 24, 2024 Minutes: (Attachment A)**

a. By unanimous vote, the committee approved the motion of Linda with a second by Don, to approve the minutes of January 24, 2024.

6. **Americans With Disabilities Act (ADA):**

a. Claudia Gonzales and Matt Hespenheide spoke about the ADA transition plan and explained it is still in draft form.

b. Discussed the ADA Advisory committee, mentioned current and potential members.

c. Matt mentioned changes coming to the county courthouse and discussion was held around programmatic and physical accessibility. Don mentioned that a single door for all approach would be ideal and discussed options that are possible and those that have been assessed in the past. Matt mentioned that the last time the interior had been changed was in the late 1980s and current standards are understandably quite different. Discussion was held around the possibility of retiring the current building and building a new one from the ground up.

d. Discussed the deadline for the establishment of the ADA Advisory committee; there is currently no solid deadline though progress is being made as quickly as possible.

e. Discussion was held around upcoming Caltrans projects in the county and how ADA will be improved.

f. Jason will reach out to 2 members of the IHSS Advisory Committee to see if they are interested in joining the ADA Advisory committee; if interested, their contact information will be shared.

7. Senior Center Program Manager Report:

a. Lydia Arre discussed and provided Coulter Cafe statistic handouts.

b. Coulter cafe program will be ending June 30th. A request for Proposal has been sent out regarding the replacement of the program. Ideally there will be no gap in services as the program will be replaced ASAP.

c. Senior and Family event will be held May 29th at Farmers' Market and the Senior Center will be present and handing out Farmers' Market vouchers to seniors and families on a first come first serve basis. Vouchers can be used through the whole month of June.

d. Senior Health Fair coming May 17th at the fairgrounds starting @ 10AM, 22 vendors have RSVP'd, hoping for 25 vendors at minimum.

e. A volunteer appreciation event was held at Senior Center on 4/23 and the turnout was great.

f. Veterans' Breakfast events seeing between 50 and 60 participants.

g. Discussed various programs for seniors that are active or being assessed in the community.

h. The Friendly Visitor Program is available and coordinated by Katy Landers.

i. The Firewood program was successful and provided around 400 cords of wood to seniors.

8. **Adult & Aging Deputy Director Report:**

   a. Terri Peresan was not present.

9. **Commissioners' Reports:**

   a. D1: N/A

   b. D2: N/A

   c. D3: N/A

   d. D4: N/A

   e. D5: N/A

   f. At-Large: Discussed transportation needs for appointments.

10. **Old Business:** N/A

11. **Adjournment:** @ 11:33AM

12. **Next Scheduled Meeting:** July 24, 2024 @ 10AM.

Mariposa County Local Transportation Commission

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

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Social Services Transportation Advisory Council

October 25, 2023
Government Center Building – Board Hearing Room

In Attendance: Amanda Meek – HHSA
Jeannie Morvay-Clayton – Public Works - Transportation Planning
Kelly Taute – HHSA – Transit
Rachel Nabors - HHSA – Transit

1. SSTAC Meeting called to order by Jeannie Morvay-Clayton at 10:10 AM.

2. Introductions and a Determination of a Quorum.

3. SSTAC currently has four vacancies.

4. Notice of Meeting and Notice of Vacancies advertised in the local newspaper, letters mailed out to SSTAC interested parties mailing list, notices published on county websites, and posted at county buildings.

5. Amanda Meek moved to accept the minutes from April 26, 2023 meeting by technical review, Kelly Taute seconded the motion with all members in concurrence.

6. Kelly Taute and Rachel Nabors shared an update on Mariposa Transit. Mariposa Transit offered free Farmer's Market shuttles for all for the duration of the Farmer's Market May to end of October. Although it was a free shuttle the attendance was very low. There was a discussion of ways to increase ridership by increasing the advertising for the Farmer's Market Shuttles and Shopping Trip Shuttles.

7. Ideas
    - Flyers
    - Better advertising coverage
    - Advertising at local businesses with the TV ads like at Pioneer Market.
    - Flyers in Senior Center food boxes
    - Flyers at Apartment buildings
    - Flyers at churches
    - Flyers at Mountain Crisis
    - Flyers in renewal packets and housing packets at HHSA

8. Rachel Nabors made the comment that potential clients would prefer the shopping trips coincided with Cal Fresh payments to increase the likelihood that the shopping trips would be better attended. Transit will investigate if this would work with the drivers/vehicles schedule.

9. Mariposa Transit is working on a Service Agreement, which will be finalized soon, to make the rules clear for potential riders, drivers, and attendants of riders.

10. There was a discussion about the possibility of increasing the routes offered to include connections to more YARTS stops.

11. SSTAC Meeting adjourned at 10:54 AM. Next meeting will be April 2024 date/time TBD.

Approved by all SSTAC Members April 24, 2024

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, May 13th, 2024

Members Present: Darlene Miles, Dana Hallett, Mary Dempsey & Mary Wilson

Members Absent: Eva Adams - Excused

Union Representative(s): Graciella Lepper

Staff Present: Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:35PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. May 13th, 2024 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Darlene, to approve the May 13th, 2024 Agenda.
    b. April 8th., 2024 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W, with a second by Darlene, to approve the April 8th, 2024 Minutes.
3. UDWA - Union Status Update:
    a. Graciella Lepper introduced herself and mentioned that she plans to continue attending meetings when possible and will exchange contact information with all members present to keep them aware of happenings with IHSS and/or the union.

b. Mentioned recent lobby visits and efforts to bring awareness about IHSS needs to residents of CA.
c. Talked about the proposal and launch of a plan for 2030 and onward that outlines the need for support on proposals regarding improving education about IHSS and needed improvements.
d. Mentioned Provider background check fees which are approximately $32 and that the union is working towards a removal at the state level. Janet mentioned that Mariposa County has not charged any provider for this service since pre-COVID.
e. Discussed childcare needs awareness and mentioned that the union is asking the governor to release the full number of childcare slots to be allotted.
f. Mentioned a provider meeting taking place today, May 13th, 2024, at the Mariposa Library @ 4PM.
g. Darlene asked about why union representatives have not been present at recent IHSS Advisory Committee meetings and inquired about provider wages being raised to at least meet the wages being given to CA fast food workers. Gracie mentioned that the union has been short staffed and had other obligations though was recently given the okay to begin attending again on a regular basis. Regarding the wage increase, Gracie mentioned that AFSCME, the union that is involved in political campaigns, has been pushing for the

increase in wages but cannot make that decision internally and can only spread awareness of the need to negotiate for higher wages. Did mention that recent victory they claim is the increase of allotted sick time from 24 hours to 40 hours per year.

h. Discussion was held with Rosemarie around what is needed to have things approved at the board level and how best to convey information and opinions that may attain a majority vote to have desired items approved.

i. Gracie promised the members present that she can provide instructors for Career Pathways programs in-person in Mariposa County and will work with them directly to get them signed up for courses if desired.

4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. Results of research into correlation between Vacation Rentals / Bed and Breakfasts and available housing:
            1. Gave and reviewed a handout of a “Short-Term Rental Discussion” presentation that was given to the Board of Supervisors on March 19th. Recommendations resulting from this discussion are outlined at the end of the handout.

2. Discussed that work needs to be done to provide free plans for building Accessory Dwelling Units. At the county level, another discussion will be held in the fall regarding this matter.
3. Gave overview of the CA General Plan Housing Element that spans 2006-2014. Elements of this plan include zoning, traffic, economic development and housing in general. Mariposa County adopted this and added several more elements to this plan to better meet the needs of the community.
4. Discussed recent wildfires; 128 houses were lost in the Detwiler fire and approximately 60-80 houses were lost in the Oak fire.
5. Mentioned that some regular housing units are being lost due to disarray or lack of maintenance that causes them to be inhabitable.
6. Discussion was held around water availability in Mariposa County and the delivery systems in use.

b. Christy – IHSS:
    i. Not present at this meeting.

c. Janet – Public Authority:
    i. Expressed appreciation for IHSS providers and the need to expand our registry provider list. Asked that if anyone is aware of someone who would like to sign up to be a registry provider that they be referred to her. Dana asked about people that are homeless becoming a provider,

Janet mentioned they are not disqualified and can be assessed if they are interested. Discussion was held around qualifications and disqualifications for providers and that Registry Providers have to have a completely clear background check.

ii. Mentioned that the recipient caseload is continuing to grow; new applications are received monthly. Most recipients are responsible for coming with / identifying their provider.

iii. There are approximately 25 current recipients without a provider.

6. Quarterly Stats Update:
    a. Coming in June.
7. Next Scheduled Meeting Date: June 10th, 2024.
8. Adjournment: @ 2:48 PM.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-202

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Case of Philip Mendoza v. County of Mariposa; and Authorize Chair of the Board of Supervisors to Sign Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Case of Philip Mendoza v. County of Mariposa; and Authorize the Chair of the Board of Supervisors to Sign Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

Plaintiff alleges that while incarcerated at the Mariposa County Jail he was refused his required heart medication, causing him to go into cardiac arrest and be hospitalized. On October 31, 2023 Claim No. C23-18 was rejected by operation of law and notice was given to Mr. Mendoza's counsel. On April 24, 2024 Mr. Mendoza filed a complaint in the Mariposa County Superior Court against the County of Mariposa.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not sign the Legal Services Agreement and have no legal representation for the County in this matter.

FINANCIAL IMPACT

unknown

ATTACHMENTS

1. **Wanger-Mendoza LSA**

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

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
TROY T. EWELL
JAY A. CHRISTOFFERSON
MARISA L. BALCH
AMANDA G. HEBESHA**
PETER M. JONES†
JEFFREY B. PAPE†
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STEVEN K. VOTE
NICOLAS R. CARDELLA
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BENJAMIN C. WEST
HUNTER C. CASTRO
STEPHANIE M. HOSMAN
IAN J. QUINN††
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May 9, 2024

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Philip Mendoza v. Mariposa County, et al.

Dear Mr. Dahlem:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent the County of Mariposa in connection with the Complaint filed in the above-named matter. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour.

We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual

fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our

services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us via regular mail. For your convenience, we have enclosed a duplicate original for your files.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have any questions, please feel free to contact me.

Sincerely,

WANGER JONES HELSLEY PC

Patrick D. Toole

PDT/dlp
Enclosures
cc: Oliver W. Wanger, Esq.

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Miles Menetrey
Chairman of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
Mariposa County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $15.00 for delivery
Mileage	Current IRS rate
Photocopies	$.15 per page
Postage	Actual Cost
Everlaw/iPro e-Discovery	*Actual Cost*
LEXIS-NEXIS/Westlaw	*Actual Cost*

Please Note: Delinquent accounts may be assessed monthly interest at the rate of eight percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-203

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve and Authorize the Health and Human Services Director to Sign a Local Governmental Agency (LGA) Participation Withdrawal form to the Department of Health Care Services for Targeted Case Management Activities (TCM), Effective June 30, 2024

RECOMMENDATION AND JUSTIFICATION

Approve and Authorize the Health and Human Services Director to Sign a Local Governmental Agency (LGA) Participation Withdrawal form to the Department of Health Care Services for Targeted Case Management Activities (TCM), Effective June 30, 2024.

The Department of Health Care Services (DCHS) for Targeted Case Management Activities (TCM) is currently set to sunset on December 31, 2024. A new state-wide Medi-Cal health care benefit has been developed and implemented by the Department of Health Care Services for Enhanced Care Management (ECM). The services that are provided by Enhanced Care Management (ECM) are duplicates of the services that are being provided at this time through Targeted Case Management Activities (TCM).

There is no longer a need for the Targeted Case Management Activities (TCM) in Mariposa County as the services are being met through the local managed care plans with the Enchanced Care Management (ECM).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the initial California Department of Health Care Services Agreement 22-20EVRGN to Preform Targeted Case Management Activities (TCM), October 6, 2020, Resolution 2020-591.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Targeted Case Management Activities (TCM) will provide duplicate services to the community and staffing resources will be unable to assist with providing additional needed services to individuals in the Health Division at the Health and Human Services Agency.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Resolution 2020-591**
2. **Mariposa 22-20EVRGRN TCM PDF**
3. **HIPPA Business Assoicate Addendum**
4. **HIPPA Business Associate Addendum- Attachment A**
5. **LGA Participation Withdrawal Form**

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

Health and Human Services · (209) 966-3689

RESOLUTION - ACTION REQUESTED

MEETING: October 6, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Agreement to Perform Targeted Case Management Activities (TCM)

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement 22-20EVRGRN with the Department of Health Care Services (DHCS) to perform Targeted Case Management Activities (TCM), and Authorize the Acting Health and Human Services Agency Director to sign the agreement and the Business Associate Addendum Exhibit "A" and Attachment "A".

The Health and Human Services Agency (HHSA) Health Division seeks approval of this opportunity to expand services and revenue by providing Targeted Case Management Activities (TCM). The targeted populations are children, medically fragile adults, those at risk of hospitalization, those at risk of negative health outcomes because of complicating issues such as substance use or homelessness, and those at risk for communicable diseases. Performing these TCM activities to help county Medi-Cal beneficiaries provides two key benefits: improved health care services resulting in better quality of life for county residents and potential greater Medi-Cal revenue for HHSA. The estimated revenue for the fully operating program is $12,593,880 over the next three years.

Counties participating in the TCM program are eligible to receive federal reimbursement for the cost of providing services that directly support services covered under the State Medicaid Plan. Counties provide TCM to Medi-Cal eligible individuals in California. The TCM program helps ensure the changing needs of Medi-Cal eligible individuals are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. Reimbursable TCM services are provided to Medi-Cal eligible clients in designated targeted populations. The TCM service components and procedures for constructing an appropriate process for claiming federal reimbursement are specified in the California State Medicaid Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement to expand the services offered by the Health and Human Services Agency (HHSA) Health Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the Agency will forego the opportunity to expand

services and the additional $12,593,880 in projected revenue over the next three years.

FINANCIAL IMPACT:
This program will generate offsetting revenue. A budget will be created upon DHCS approval. There will be no impact to the County General Fund.

ATTACHMENTS:
Mariposa 22-20EVRGRN TCM PPA (PDF)
HIPAA Business Associate Addendum (PDF)
HIPAA Business Associate Addendum - Attachment A (PDF)

Exhibit A
HIPAA Business Associate Addendum

I. Recitals

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ('the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.

C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.

E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.

D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

Exhibit A
HIPAA Business Associate Addendum

E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.

H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.

I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

Exhibit A
HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:

   a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

   b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).

2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

Exhibit A
HIPAA Business Associate Addendum

3. ***Security.*** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

   b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

   d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

   Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents and Subcontractors.***

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:

   a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or

   b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. ***Availability of Information to DHCS and Individuals.*** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

Exhibit A
HIPAA Business Associate Addendum

I. ***Documentation of Disclosures.*** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. ***Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. ***Notice to DHCS.*** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

   Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:
   http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

   Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

   a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

   b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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HIPAA Business Associate Addendum

2. ***Investigation and Investigation Report.*** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

3. ***Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.

4. ***Notification of Individuals.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. ***Responsibility for Reporting of Breaches.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. ***DHCS Contact Information.*** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. ***Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. ***Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. ***Sanctions and/or Penalties.*** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

A. From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':

1. Failure to detect or

2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.

B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

A. ***Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).

B. ***Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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C. ***Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

D. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. ***Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, 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 or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation***. The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.

H. ***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.

Exhibit A
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

A. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

B. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. ***Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

D. ***Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

B. ***Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. ***Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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F. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

G. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. ***Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

I. ***System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. ***Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. ***Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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M. ***Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

N. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

A. ***Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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D. ***Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

E. ***Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. ***Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Managed Care Organization (MCO)

Each MCO will receive a list of Medi-Cal Participants (Participant) who received TCM services that is/was enrolled in that MCO. The list may provide the following information, as necessary, for each Participant who received TCM services:

1. Last Name
2. First Name
3. Middle Name
4. Date Of Birth
5. Sex
6. MEDS ID
7. LGA Name (Most recent LGA that provided care)
8. Program Type
9. Encounter Number
10. Date Of Service
11. California ID Number

Local Government Agency (LGA)

Each LGA will receive a list of Participants who received TCM services from the LGA. The list may provide the following information, as necessary, for each Participant who received TCM services:

1. Last Name
2. First Name
3. Middle Name
4. Date Of Birth
5. Sex
6. MEDS ID
7. LGA Name
8. Program Type
9. Encounter Number
10. Date Of Service
11. MCO Name (Most recent MCO that Participant is/was enrolled in)
12. California ID Number

MEDI-CAL TARGETED CASE MANAGEMENT PROVIDER PARTICIPATION AGREEMENT

Name of Provider: The County of Mariposa PPA # 22-20EVRGRN

ARTICLE I- AUTHORITY

This PPA establishes the responsibilities of the California qualified Local Governmental Agency (LGA or Provider) and the California Department of Health Care Services (DHCS), for the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries, pursuant to Welfare and Institutions Code section 14132.44. This PPA constitutes the entire agreement between the Provider and DHCS regarding TCM services and is subordinate to the Medi-Cal Provider Agreement (DHCS Form 6208) entered into by the Provider in conjunction with the Provider's enrollment in the Medi-Cal Program. Provider shall be an entity located and operating in the State of California.

ARTICLE II – TERM AND TERMINATION OF THE AGREEMENT

This PPA is effective **October 1, 2020**, and shall continue in full force and effect until terminated by either party.

Termination without Cause: Either party may terminate this PPA by providing the other party with 30 days advance written notice of intent to terminate. Termination under this paragraph shall result in Provider's immediate disenrollment from the TCM Program on the termination date and exclusion without formal hearing under the California Administrative Procedure Act (APA) from further participation in the TCM Program unless and until Provider is re-enrolled by DHCS in the TCM Program.

Termination for Cause: This PPA shall be automatically terminated if the Provider's DHCS Form 6208 and Medi-Cal Disclosure Statement form 6207 are terminated or Provider is suspended from Medi-Cal under the terms of the DHCS Form 6208, respectively. This PPA's automatic termination or suspension shall be effective the same date as the Provider's DHCS Form 6208 and Medi-Cal Disclosure Statement form 6207 termination from Medi-Cal. Termination under this paragraph will result in Provider's immediate disenrollment and exclusion without formal hearing under the APA from further providing services under the TCM Program. Additionally, DHCS shall have the authority to automatically terminate this PPA if a conflict of interest is determined to exist by DHCS and cannot be adequately resolved to the satisfaction of DHCS pursuant to Article X of this PPA.

ARTICLE III – PROJECT REPRESENTATIVES

A. The contact persons during the term of this PPA are:

Department of Health Care Services Shelly Taunk, Chief County-Based Claiming and Inmate Services Section Telephone: (916) 345-7934 Fax: (916) 324-0738 Email: Shelly.Taunk@dhcs.ca.gov	**Provider** Name: Telephone: Fax: Email:

B. Direct all inquiries to:

Department of Health Care Services County-Based Claiming and Inmate Services Section Targeted Case Management Unit Attention: Sara Schmid, Chief Suite 71.3024, MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7436 Telephone: (916) 345-7691 Fax: (916) 324-0738 Email: DHCS-TCM@dhcs.ca.gov	**Provider** Name: Telephone: Fax: Email:

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 PPA.

ARTICLE IV – PROVIDER RESPONSIBILITIES

By entering into this PPA, the Provider agrees:

A. To comply with all provisions of the Medi-Cal Provider Manual, the CMAA/TCM Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), DHCS issued policy directives, TCM Cost Report Instructions Manual, the California Medicaid State Plan as it pertains to TCM services, all as periodically amended.

B. To ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation:

1. Any TCM Summary Invoices received from a Provider, and accepted or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Supporting documentation of all expenses incurred and amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PPA to permit a determination of expense allowability.

a. If the allowability or appropriateness of an expense cannot be determined by DHCS because the invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable.

C. That the TCM providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget (OMB) Uniform Guidance. (2 Code of Federal Regulations (C.F.R.) § 200, and specifically, 2 C.F.R. § 200.330) Consequently, as a contractor, as distinguished from sub-recipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

D. That the Provider's LGA Coordinator is responsible for working directly with DHCS in requesting MEDSLITE access for the Provider's (county or city) TCM staff. The Provider can have no more than three users with access to MEDSLITE. The LGA Coordinator is responsible for maintaining an active list of users for MEDSLITE and collecting a signed Oath of Confidentiality from each user. The Provider's LGA Coordinator is 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. DHCS will only accept account requests from an authorized Provider's LGA Coordinator. DHCS may deny access to MEDSLITE at its discretion.

1. The Provider's LGA Coordinator will provide, assign, delete, and track user accounts to authorized TCM staff members upon request.

2. The Provider's LGA Coordinator is responsible for ensuring processes are in place, which result in prompt MEDSLITE account deletion requests when users leave employment or no longer require access due to a change in job duties. The Provider's LGA Coordinator must perform a monthly reconciliation to identify account termination, process violations, and ensure corrective actions are implemented.

E. That by November 1 of each year the Provider shall:

1. Submit via electronic mail (e-mail) an annual TCM Cost Report for the service period of the preceding July 1 through June 30 to dhsaitcm@dhcs.ca.gov.

a. E-mail submissions of the TCM Cost Report shall include the following completed documents:

1. Completed Cost Report Template signed and scanned (PDF)

2. Completed Cost Report Template (Excel)

3. LGA certification page signed and scanned (PDF)

4. Non-LGA Local Public Entities (LPE) Certification and LGA Attestation Statements for the TCM Cost Report signed and scanned (PDF), if applicable.

b. Each e-mail submission shall follow the examples below when naming the electronic files for the e-mail submission of the TCM Cost Report:

Examples:

2013 Santa Cruz CR.xls (Fiscal Year [FY] 2013-14 Santa Cruz Cost Report, Excel version)

2013 Santa Cruz CR.PDF (FY 2013-14 Santa Cruz Cost Report, signed and scanned PDF version)

c. Each e-mail submission shall follow the example below when naming the e-mail for the submission of the TCM Cost Report:

Example:

Name of LGA, LGA Code, Fiscal Year End Date (FYE), Part xx
Santa Cruz County, 44, FYE 063014, Part 1 of 3

F. To accept payments as reimbursement in full as received for TCM services pursuant to this PPA. Payments are subject to review and audit by both DHCS and the Centers for Medicare and Medicaid Services.

G. To submit TCM Summary Invoices in accordance with 42 Code of Federal Regulations part 433.51, California Code of Regulations, title 22, sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492, and ensure TCM Summary Invoices are post-marked within 12 months from the date of service.

H. To execute a Memorandum of Understanding (MOU) with Medi-Cal Managed Care Health Plan(s) (MCPs) serving beneficiaries in the same county as the Provider when the Provider is in a participating MCP in accordance with state issued policy directives, including PPLs and federal directives, all as periodically amended. The MOU will serve to define the respective responsibilities between Provider's TCM Program and MCPs and must include coordination protocols to ensure non-duplication of services provided to beneficiaries in common.

I. That in addition to the Annual Participation Prerequisite (APP) required documentation due annually, Provider will submit the additional documents listed below:

- A list of the Provider's TCM case managers' names and National Provider Identification (NPI) numbers.

- Proof displaying verification of case managers not on the Office of Inspector General List of Excluded Individuals Exclusion (OIG LEIE) list. The Provider can satisfy this requirement by submitting electronic screenshots.

ARTICLE V – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS agrees to:

A. Establish an all-inclusive interim rate for the Provider to claim for TCM services.

B. Provide the TCM Program with inquiry-only MEDSLITE accounts. Providers will use MEDSLITE accounts to perform aid code verification for the Affordable Care Act (ACA) encounters billed through TCM.

C. Perform settlement reconciliation to reflect the actual costs the Provider incurred in providing TCM services to Medi-Cal beneficiaries.

D. Review and process TCM Summary Invoices within 24 months from the date of service. Upon review, processing, and approval of valid TCM encounters, DHCS shall schedule TCM Summary Invoices for payment.

E. Provide training and technical assistance to enable the Provider to identify costs related to proper invoicing documentation and billing procedures. DHCS will provide oversight to ensure compliance with Welfare and Institutions Code section 14132.44 and all other governing federal and state laws and regulations.

F. Conduct the reviews listed below annually for both currently enrolled providers and all newly enrolled providers to prevent Payment Error Rate Measurement (PERM) findings:

   1. DHCS will verify that the NPI numbers of TCM case managers working for a Provider are active on an annual basis. If a NPI number of a TCM case manager is no longer active, DHCS will contact the Provider and inform them that the ineligible TCM case manager cannot provide TCM services. Once the TCM case manager's NPI has returned to an active status, the Provider must contact DHCS. At that point, DHCS will re-determine the TCM case manager's eligibility to participate in TCM.

   2. DHCS will review and verify the State Administrative Manual (SAM) for existing entity registration records or exclusion records of TCM providers.

ARTICLE VI – FISCAL PROVISIONS

Reimbursement to Provider shall be made pursuant to this PPA in the following manner:

A. Upon the Provider's compliance with all provisions pursuant to Welfare and Institutions Code section 14132.44, California Code of Regulations, title 22, division 3 (commencing with section 50000), and this PPA, and upon the submission of a TCM Summary Invoice, based on valid and substantiated information, DHCS agrees to process the TCM Summary Invoice for reimbursement.

B. Transfer of funds to Providers for reimbursement is contingent upon the availability of Federal Financial Participation (FFP).

C. The Provider shall verify the Certified Public Expenditures (CPE) from the Provider's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for TCM services performed pursuant to Welfare and Institutions Code section 14132.44. DHCS shall deny payment of any TCM Summary Invoice submitted under this PPA, if DHCS determines that the certification is not adequately supported for the purposes of claiming FFP. Expenditures certified for TCM costs shall not duplicate, in whole or in part, claims made for the costs of direct patient services or services paid by other Medi-Cal eligible programs.

D. Failure to timely submit cost reports, or other documents used to verify CPE, by the Provider within the statutory, regulatory, or contractual deadline shall entitle DHCS to declare any funds paid to the Provider for the cost report period as an overpayment and allow DHCS to recoup the funds.

ARTICLE VII – BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act for the current State Fiscal Year (SFY) or any subsequent SFYs covered under this PPA does not appropriate sufficient funds for the TCM Program, this PPA shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to the Provider or to furnish any other considerations under this PPA and the Provider shall not be obligated to further provide services under the TCM Program.

B. If funding for any SFY is reduced or deleted by the Budget Act for purposes of the TCM Program, DHCS shall have the option to either cancel this PPA, with no liability occurring to DHCS, or offer an agreement amendment to the Provider to reflect the reduced amount.

ARTICLE VIII – LIMITATION OF STATE LIABILITY

A. Notwithstanding any other provision of this PPA, DHCS shall be held harmless from any federal audit disallowance or interest resulting from payments made by

the federal Medicaid program as reimbursement for claims providing TCM services pursuant to Welfare and Institutions Code section 14132.44, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to Welfare and Institutions Code section 14132.44(m).

B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services, DHCS shall recoup from the Provider, upon 60 days written notice, amounts equal to the amount of the disallowance and interest in that SFY for the disallowed claim or claims. All subsequent TCM Summary Invoices submitted to DHCS applicable to any previously disallowed claim or claims, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved, less the amounts already remitted to DHCS pursuant to Welfare and Institutions Code section 14132.44, subdivision (m).

C. Notwithstanding Article 2 and Article 7, to the extent that a federal audit disallowance or interest results from a claim or claims for which the Provider has received reimbursement for TCM services provided by a non-governmental entity under contract with, and on behalf of the Provider, DHCS shall be held harmless by the Provider for 100 percent of the amount of any such federal audit disallowance and interest, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to Welfare and Institutions Code section 14132.44, subdivision (m).

D. Notwithstanding Article 2 and Article 7, the Provider agrees that when it is established upon audit or reconciliation that an overpayment, or other recovery determination, has been made, DHCS and Provider shall follow current laws, regulations, and state issued policy directives, including PPLs for the proper treatment of identified overpayment.

E. DHCS reserves the right to select the method to be used for the recovery of an overpayment, or other recovery determination.

F. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with Welfare and Institutions Code sections 14171, subdivision (h), and 14171.5, respectively.

ARTICLE IX – AMENDMENT

Should either party, during the term of this PPA desire an amendment to the Articles of this PPA, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both DHCS and the Provider. No amendment is binding on either party until it is approved by DHCS.

ARTICLE X – CONFLICT OF INTEREST

DHCS intends to avoid any real or apparent conflict of interests on the part of the Provider, subcontractors, employees, officers or directors of the Provider or subcontractors. DHCS reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest. If a conflict exists, DHCS has the authority to require the LGA to submit additional information or a plan for resolving the conflict, subject to DHCS' review and prior approval.

A. Conflicts of interest include but are not limited to:

   1. An instance where the Provider, its subcontractors, or any employee, officer, or director of the Provider or subcontractor has an interest, financial or otherwise, where the use or disclosure of any information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the PPA.

   2. An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated by a desire for private gain for either themselves, or those with whom they have familial, business, or other ties.

If DHCS becomes aware of a known or suspected conflict of interest, the Provider will have an opportunity to submit additional information or resolve the conflict. A Provider with a suspected conflict of interest will have five working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. DHCS shall have the right to terminate the PPA, if DHCS determines that that a conflict of interest exists, and the conflict cannot be resolved to the satisfaction of DHCS. DHCS, at its discretion, may authorize an extension of the timeline for providing additional documentation indicated herein upon receiving written receipt from the Provider.

ARTICLE XI – GENERAL PROVISIONS

A. This document, including any attachments or exhibits, constitutes the entire PPA between the parties pertaining to the TCM Program. Notwithstanding DHCS Form 6207 and DHCS Form 6208, any condition, provision, agreement or understanding not stated in this PPA shall not affect any rights, duties, or privileges in connection with the terms of this PPA. If there is a conflict between this PPA and DHCS Form 6207 and DHCS Form 6208, then DHCS Form 6207 and DHCS Form 6208 shall control. DHCS Form 6207 and DHCS Form 6208 are hereby incorporated by reference and are made part of this PPA.

B. The term "days" as used in this PPA shall mean calendar days unless otherwise specified.

C. The provisions and obligations of this PPA cannot be waived or altered except through an amendment made in accordance with Article IX.

D. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.

<Signature page to follow>

# # #

Name of Provider: The County of Mariposa
PPA #: 22-20EVRGRN

TCM AGREEMENT EXECUTION

The undersigned agent agrees to the terms above, and enters into this PPA on behalf of _____ (Provider).

_____
Provider Authorized Contact Person's Signature

_____
Print Name

_____
Title

_____
Address

_____
Date

_____
California Department of Health Care Services
Authorized Contact Person's Signature

_____
Print Name

Chief, Local Governmental Financing Division
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 4603, Sacramento, CA 95899-7413
Address

_____
Date

Withdrawal from the TCM Program Request Form

Submit Forms To:

Department of Health Care Services
Safety Net Financing Division
Targeted Case Management Unit
P.O Box 997436, MS 4603
Sacramento, CA 95899 - 7436
or e-mail at DHCS-TCM@dhcs.ca.gov

This form is for Local Governmental Agencies (LGAs) to formally provide notice of termination of the Provider Participation Agreement (PPA) and to withdraw from the Targeted Case Management (TCM) Program. LGAs must submit the Cost Report with their withdrawal requests. Once this form is complete, sign in blue ink and return it to the address provided above before July 1 of each year.

Note: Do not complete this form if your LGA is continuing TCM participation.

LGA Information

Fiscal Year Participation Withdrawal:	2025
LGA Name:	Mariposa County Health and Human Services Ageny
LGA County Code:	22
LGA National Provider Identifier Number (NPI):	1134268709
LGA Dun & Bradstreet Universal Numbering System Number (DUNS):	
LGA Coordinator Name:	Brian Reyes-Torres
LGA Coordinator E-mail:	btorres@mariposacounty.org
LGA Coordinator Phone #:	(209) 966-2000
Last Fiscal Year Participation:	2024

Reason and Withdrawal Date Information

Reason for Withdrawing from the TCM Program:	Duplicate Services, Staffing
Expected Withdrawal Date:	6/30/24
Withdrawal Request Date:	6/30/24

Currently Approved Target Populations

Current Target Population Participation (Approved in the existing TCM service State Plan Amendments (SPA))

(14) Children Under the Age of 21	◉ Yes	○ No
(15) Medically Fragile Individuals	◉ Yes	○ No
(16) Individuals at Risk of Institutionalization	◉ Yes	○ No
(17) Individuals in Jeopardy of Negative Medical or Psycho-Social Outcomes	◉ Yes	○ No
(18) Individuals with a Communicable Disease	◉ Yes	○ No

Policy Provider Agreement (PPA) Information

Does your LGA have a current executed PPA? ◉ Yes ○ No

Authorized Signer (Sign): _____ Phone: _____

Authorized Signer (Print): _____ Date: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-204

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Evergreen Counseling in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Evergreen Counseling in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Evergreen Counseling is a Medi-Cal certified provider and may provide counseling to Specialty Mental Health clients. Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. This is a three (3) year agreement from July 1, 2024, through and including June 30, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement was approved by the County Administrative Officer on April 30, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the contract is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. Evergreen SMHS Contract (24-25) V2-COB

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

AGREEMENT FOR SPECIALITY MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") 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 Evergreen Counseling 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 be for a period of three (3) years, commencing on July 1st, 2024 through and including June 30th, 2027.

SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

2. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed $200,000 annually and $600,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed at an hourly rate as set forth in in Exhibit C, "Payment Terms and Conditions," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

3. 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 twice the required occurrence limit.

(2) 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.

(3) 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.

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.

(7) 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.

(8) 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.

4. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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:
Evergreen Counseling
5079 Hwy 140 (PO Box 62)
Mariposa, CA 95338

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 C.

B. Either party may terminate this Agreement for convenience upon thirty (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 C.

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 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

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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Amy Harper, CEO Evergreen Counseling
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Amy Harper
Evergreen Counseling
5079 Highway 140 (PO Box 62)
Mariposa, CA 95338
209-742-5080

II. Program Description:

A. Contractors must provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home-Based Services.

B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
   1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
      a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
         (i) The child is at risk or removal from home or has already been removed from the home.
         (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
      b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all the following requirements:
    a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
    b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
    c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disables as to require public assistance, services, or entitlements.

C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
    1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.

B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in the office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen outside of Mariposa County, approval must be obtained prior to service delivery.

C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that

new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:

1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. MCBHRS will contact the contractor once California Medi-Cal has been confirmed.
3. Within five (5) calendar days of the initial contact from MCHBRS, the Contractor must have made three (3) attempts at contacting the client and documenting the attempts, with communication notes, in the electronic health record system.
    a.) If contact between the client and the contractor cannot be made within the 5 calendar days.
    b.) If contact between the client is made with the contractor, the contractor is required to contact the county within one (1) business day stating the date of the appointment.
4. MCBHRS will monitor the percentage of Bi-Directionals that are sent back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider's effectiveness.

C. Service Delivery:

1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
4. Duplicate services provided to the same client on the same day must be pre-approved by Quality Assurance.
5. If the contractor is unable to get hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a "Request to send NOABD 5" to-do must be sent to Medical Records to begin the discharge process.
6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.

7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
    a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the "Request to send NOABD 3" to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD) and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients, ages six to twenty, need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35), ages 4 to 17 years old, evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be reassessed in accordance with the MCBHRS Documentation Manual.
    a.) when clinically appropriate and/or
    b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an "Initial Plan Development" encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:

a.) Short-Term Residential Therapeutic Programs (STRTP's),
b.) Case Management,
c.) Intensive Care Coordination (ICC),
d.) Intensive Home-Based Services (IHBS),
e.) Therapeutic Behavioral Services (TBS),
f.) Therapeutic Foster Care (TFC).
g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All the above-mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. **Ongoing Documentation Requirements**:
    1. Notes shall be documented within 72 hours of the provided service.
        a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
        b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
    2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
    3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. **Discharges/NOABD's:**
    1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
    2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
    3. Discharges are not claimable to Medi-Cal.

F. All records for clients must be kept with the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent

version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.

G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by the California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all the definitions and requirements in the California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Professional Clinical Counselor[2]
   2. Licensed Clinical Social Worker[3]
   3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:
   1. Can function as a "Head of Service" on agency application.
   2. Can authorize services as directed by MCBHRS.
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice.
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   2. Can authorize services as directed by MCBHRS.
   3. All assessments and diagnosis must have a co-signature by a LPHA.
   4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
    1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
    2. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
    3. Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
    4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
        a.) Student interns employed by contract can only provide services consistent with the "other qualified provider" as outlined in the MCBHRS Documentation Manual.
F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
G. The contractor is responsible for clinical supervision of providers.
H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occur.
I. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.
J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency (if applicable), and evidence of continuing education as required by provider type.
K. Contractors are required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
    1. Contract doing provider checks, must check the following databases:
        a.) https://exclusions.oig.hhs.gov
        b.) b. https://oig.hhs.gov/exclusions/waivers.asp
        c.) c. https://files.medi-cal.ca.gov

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

d.) d. https://bbs.ca.gov
e.) e. https://ccapp.us (SUD staff only)
f.) f. https://nppes.cms.hhs.gov/nppesregistry/npiregistryhome.do
g.) g. https://dmf.ntis.gov/

2. County doing provider checks, contractor must submit the following information for each provider:
    a.) Full Name
    b.) National Provider Index (NPI) Number
    c.) License Number (as applicable)
    d.) Social Security Number
    e.) Date of Birth

VII. Provision of Informing Material:

A. The following information must be posted in the lobby of all contract providers:
    1. Client Problem Resolution Process
    2. Grievance/Appeal forms with self-address envelopes
    3. MCBHRS Brochure
    4. Advance Directive Brochure
    5. Notice of Privacy Practices (NPP)
    6. Beneficiary Handbook
    7. Client's Rights Poster
    8. Equal Opportunity
    9. Notice to clients that there is assistance to complete forms (as needed)
    10. Language assistance is free of charge.
    11. Non-discrimination notice in English
    12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
    13. Change of Provider Form
    14. Second Opinion Request

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    1. Demographic Information
    2. Client's Rights and Privileges of Confidentiality
    3. Client Problem Resolution Process
    4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    5. Advanced Directive Notices Information (Adults Only)
    6. Notice to Medi-Cal Beneficiaries
    7. Acknowledgement of Receipt of the NPP.
    8. Payment Policy
    9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    1. Notice of Privacy Practices (NPP)

2. Beneficiary Handbook

D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

A. Contractor will attend monthly meetings with MCBHRS, and any additional trainings and meetings deemed necessary by MCBHRS.

B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.

D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

F. **CANS-50:** If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.

1. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.

B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:

1. Maintain triennial site certification through MCBHRS.
2. Abide by all federal, state, and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
3. Audit for compliance with requirements outlined in Exhibits A, B, C,
4. Use MCBHRS chart audit tool within the EHR.
5. Conduct Chart audits on a monthly basis.

C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.

D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).

1. Contractor agrees to ensure:
    a.) Facility and services are accessible;
    b.) Facility is clean, sanitary, and in good repair;
    c.) Fire clearance updated on annually;
    d.) Services are meaningful and beneficial to the client;
    e.) Services are culturally and linguistically competent;
    f.) Contractor uses Interpreter Line when a client does not speak English and has need for another language;

g.) Services produce highly desirable results through the efficient use of resources;
h.) Services meet requirements for medical necessity;
i.) All PHI is properly stored and secured.

E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state, and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
    2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
    1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook, and a handout in the client packet (See Grievances and Appeals P&P).
G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)
I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $80.00 per hour. This service

would include, but not be limited to, documentation support and training, chart auditing, specific coaching, and service corrections.

N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
   1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.
   2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
   3. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
   4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
   6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
   7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. **HHSA Code of Conduct:**
   1. Contractor agrees to review, sign, and comply with MCBHRS Code of Conduct.

P. **HHSA Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign, and comply with the MCBHRS Confidentiality Employee Statement.

Q. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. <u>Security Requirements:</u>

A. **Information Technology Infrastructure:**

1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.
    1. Contractor shall submit all paper records to MCBHRS.
    2. Contractor shall assure that Contractor, administrators, licensed employees, and case management staff take HIPAA training from HHSA prior to seeing clients.
    3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
    4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

C. No criminal prosecution, or civil or administrative action had commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claim's disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250 or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. <u>Medi-Cal Requirements and Payment Limitations:</u>

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates for Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.

a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Face to Face Individual Therapy & Collateral &Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$185.00
Mental Health Rehab Specialist	$95.00	$105.00	$105.00
Other Qualified Providers - Other Designated MH staff that bill medical	$95.00	$105.00	$105.00

A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.

1.Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual**.**

EVERMAR-01 IFATHIPOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2024

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	CONTACT NAME:	
Paramount Exclusive Insurance Services, Inc. 15760 Ventura Blvd. Suite 500 Encino, CA 91436	PHONE (A/C, No, Ext): (818) 986-7283	FAX (A/C, No): (818) 986-4949
	E-MAIL ADDRESS: service@paramountexclusiveins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Evergreen Marriage and Family Counseling Services Corp dba Evergreen Counseling PO Box 62 Mariposa, CA 95338	INSURER A : Mount Vernon Fire Ins. Co.	26522
	INSURER B : State Compensation Ins. Fund	035076
	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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		AH2556490	2/23/2024	2/23/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Included
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A		9354954-2024	2/28/2024	2/28/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Prof. Liability			AH2556490	2/23/2024	2/23/2025	Limit	1,000,000
A	Abuse & Molestation			AH2556490	2/23/2024	2/23/2025	Limit	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: Annual Aggregate Limit 3,000,000.
Abuse and Molestation Aggregate $100,000.

County of Mariposa is named additionally insured.

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

Danielle Jáuregui

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-205

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Increasing Revenues and Corresponding Transfers in the Assistance Trust Budget to the Assistance Payment Operating Budget To Allow For Increased Assistance Payments ($648,773) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenues and Corresponding Transfers in the Assistance Trust Budget to the Assistance Payment Operating Budget To Allow For Increased Assistance Payments ($648,773) (4/5ths Vote Required).

The Health and Human Services Agency (HHSA) is experiencing a higher level of assistance payment costs due to a number of foster youth requiring higher level, higher expense placements. This budget action recognizes the additional state and federal revenue in the assistance trust budget with corresponding transfers to the assistance payment operating budget and the appropriations necessary to pay the foster care placement payments for the remainder of this fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first budget action required for these funds this fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, HHSA will be unable to process the assistance payments within the appropriate budget.

FINANCIAL IMPACT

There is no impact to the County general fund.

ATTACHMENTS

1. Budget Action

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3363	506	45041	State Revenue	ARC	(10,082)	
3363	506	46031	Federal Revenue	ARC	(10,082)	
3363	506	46031	Federal Revenue	EAF	(113,600)	
3363	506	46031	Federal Revenue	FCA	(447,630)	
3363	506	45041	State Revenue	KGP	(47,165)	
3363	506	46031	Federal Revenue	KGP	(20,214)	
3363	506	80111	Transfer out	ARC	20,164	
3363	506	80111	Transfer out	EAF	113,600	
3363	506	80111	Transfer out	FCA	447,630	
3363	506	80111	Transfer out	KGP	67,379	
1001	506	49101	Transfer in	ARC	(20,164)	
1001	506	49101	Transfer in	EAF	(113,600)	
1001	506	49101	Transfer in	FCA	(447,630)	
1001	506	49101	Transfer in	KGP	(67,379)	
1001	506	60501	Client Assistance Payments	ARC	20,164	
1001	506	60501	Client Assistance Payments	EAF	113,600	
1001	506	60501	Client Assistance Payments	FCA	447,630	
1001	506	60501	Client Assistance Payments	KGP	67,379	
				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 JRC DATE 5/2/24

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 2024-206

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for the Extra Help Program Specialist II and Extra Help Program Specialist III Positions in the Health and Human Services Agency, Public Health Branch, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for the Extra Help Program Specialist II and Extra Help Program Specialist III Positions in the Health and Human Services Agency, Public Health Branch, Effective Immediately.

The additional hours are needed in order for the Program Specialist II and Program Specialist III to complete oral education and oral health screenings in preschool and pre-K classes at the Elementary schools, Mariposa Building Blocks preschools, and at Yosemite/El Portal. These positions also providing follow-up education and dental health materials, follow-up with senior resident referrals made to the program to access care, and assist children to access oral health care children identified during health screening. For this reason, it is necessary to increase the hours worked by the Extra Help Program Specialist II and Program Specialist III positions. If the employees work the additional 301 hours during fiscal year 2023-2024, the cost will be up to $20,107.70.

Extra Help positions can work up to 860 hours. The Department Head & Human Resources Director can then approve additional hours up to 999 hours based on need. Any hours beyond 999 require the Board's approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved an increase of 1300 Extra Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to increase the Extra-Help hours, it may have a negative impact on the Public Health Branch in their ability to continue to provide oral health education in compliance with the Oral Health Grant.

FINANCIAL IMPACT

There is no impact to the General Fund. There is sufficient funding in the FY23-24 budget to cover the costs of the additional hours due to rollover funding in the Oral Health Grant.

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

RESOLUTION - ACTION REQUESTED 2024-207

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Operational Agreement (OA) with Mountain Crisis Services for Sexual Assault Response Services; and Authorize the Board of Supervisors Chair to Sign the Operational Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Operational Agreement (OA) with Mountain Crisis Services for Sexual Assault Response Services; and Authorize the Board of Supervisors Chair to Sign the Operational Agreement.

Approve a Three-Year Operational Agreement with Mountain Crisis Services, a program of Alliance for Community Transformations, Inc., for a Rape Crisis Program. This is an Operational Agreement to coordinate responses for sexual assault victims and their families. This Agreement facilitates cooperation between Health and Human Services Agency (HHSA) and Mountain Crisis to maximize assistance for victims of sexual assault.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved an Agreement with Mountain Crisis Services for the same purpose on July 6, 2024, through Resolution No 2021-410.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not supporting this Agreement would not allow for coordination of services between HHSA and Mountain Crisis and hinder providing the best response to sexual assault victims and their families.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. Mariposa County SA MOU - COB

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

ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

Rape Crisis Program Operational Agreement
Between
Mountain Crisis Services
A Program of Alliance for Community Transformations
And
Mariposa County Health and Human Services

I. Purpose:

This operational agreement (Agreement) outlines the partnership between Mariposa County, through its Human Services Department, and Mountain Crisis Services (MCS), a program of Alliance for Community Transformations, Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CALOES), Law Enforcement and Victim Services Division, to provide funding for a Rape Crisis Program to Mariposa County. Both agencies agree on the mutual goal of partnering to provide funding for a Rape Crisis Program to Mariposa County. Both agencies agree on the mutual goal of collaborating to provide maximum available assistance for victims of sexual assault residing in Mariposa County.

II. Term of the Agreement

This Agreement shall begin on October 1, 2024, and end on September 30, 2029.

III. Modification of the Agreement

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. However, no alternation or variation 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.

IV. Termination "At Will"

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.

V. Mountain Crisis Services agrees to coordinate the following:

1. Assign a staff person to the role of Sexual Assault Response Team (SART) Coordinator;
2. Coordinate and facilitate the SART quarterly meetings;
3. Coordinate interagency cross training for the Mariposa Human Services Department on subjects including, but not limited to, the dynamics, identification, screening, assessment, referral, confidentiality requirements, culture and religious barriers, societal causes, and attitudes and implications for undocumented survivors of sexual assault;

4. Coordinate with Child Welfare Services (CWS) for the provision of services to children who are victims of sexual assault residing in the MCS emergency safe house, when the case falls under CWS jurisdiction.

VI. Mountain Crisis Services will provide upon request of the County, the following services to victims' of sexual assault through the Mariposa Human Services Department, 24 hours a day, 7 days a week, 365 days a year;

1. A 24-hour crisis line for victims of sexual assault and their families;
2. Advocacy, assessment, transportation, and accompaniment to the extent that funding is made available;
3. Assistance to the families of child victims as requested by CWS;
4. Follow up counseling provided individually and in groups to survivors; and
5. Consultation and technical assistance on sexual assault cases.

VII. The Mariposa County Human Services Department agrees to the following:

1. Inform victims of sexual assault about services available through Mountain Crisis Services, and hand out written materials provided by Mountain Crisis Services describing available services;
2. Contact Mountain Crisis Services if requested by a victim of sexual assault.

VIII. Mountain Crisis Services and Mariposa County Human Services Department agree to the following:

1. Address concerns or issues that are specific to sexual assault as needed;
2. Share information regarding the status of a case if authorized by the victim;
3. Coordinate provision of services when both agencies are involved with a victim of sexual assault.
4. Provide cross training on sexual assault issues

This Agreement is executed in the State of California, by and on behalf of the parties hereto.

_____
Alison Tudor
Executive Director
Alliance for Community Transformations

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

CASA Court Appointed Special Advocate FOR CHILDREN
ETHOS
Mountain Crisis Services supporting survivors of domestic violence and sexual assault
VALLEY CRISIS CENTER
Connections
MHH

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-208

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Mariposa County Health and Human Services Agency (HHSA) strongly recommends approving the Memorandum of Understanding (MOU) between Mariposa County Behavioral Health and Recovery Services (MCBHRS) and The Central California Alliance for Health (CCAH). This MOU aims to ensure that Medi-Cal beneficiaries enrolled in CCAH, who are served by MCBHRS, can seamlessly access and receive mental health services. The process and requirements outlined in the MOU emphasizes continuous evaluation of care coordination efforts.

The Memorandum of Understanding (MOU) is a mandatory requirement set forth by the California Department of Health Care Services (DHCS). Behavioral Health Information Notice (BHIN) number 23-056 outlines the requirement for MCBHRS to enter into an MOU with each Managed Care Plan (MCP) in their respective County. The MOU is intended to be an effective vehicle to clarify roles and responsibilities between MCBHRS and CCAH, support local engagement, facilitate care coordination and the exchange of information necessary to improve care coordination and improve referral processes between the parties. Additionally, the MOU is intended to improve transparency and accountability by setting forth the obligations of each party as it relates to service of care delivery and coordination, so that each party is aware of what the other party is required to do.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County and CCAH initiated discussions about feasibility and partnership in 2012. More recently, in 2019, Mariposa County reached out to CCAH to express interest in exploring collaboration for expanding CCAH's County Organized Health System Medi-Cal MCP services. CCAH's track record of successful operations in the region, coupled with its commitment to accessibility, quality, member engagement, and provider support, has piqued the County's interest in working closely together.
The Mariposa County Board of Supervisors took significant steps in healthcare management.
On September 28th, 2021, they adopted Ordinance 2021-ORD-1166, which introduced Chapter 2.114 to Title 2 of the Mariposa County Code. This chapter is titled the ‘Santa Cruz-Monterey-Merced-

San Benito-Mariposa Multi-County Managed Medical Care Commission'.
Earlier, on April 20th, 2021, the Board approved the submission of a Letter of Intent in collaboration with CCAH (Central California Alliance for Health). The purpose was to transition the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model.
Subsequently, on August 10, 2021, the Board engaged in a discussion with Stephanie Sonnenshine, CEO of CCAH, to delve into the details of this transition. They outlined the necessary steps for implementing the new health plan.
Finally, on October 3rd, 2023, the Board of Supervisors voted to approve a sub-lease agreement between the Health and Human Services Agency (HHSA) and CCAH. This agreement pertains to office space at the HHSA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed mental health services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. Mariposa_MHP_MOU_Final (V4)

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

MHP MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

Memorandum of Understanding between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health and County of Mariposa

This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP**"**) and County of Mariposa Behavioral Health *("MHP"),* effective as of January 1, 2024 ("Effective Date"). Carelon Behavioral Health of California (MCP relevant Subcontractor) acts as a delegate and as such, has responsibilities related to effectuating this MOU to a Knox-Keene licensed health care service plan(s), Carelon Behavioral Health of California, Inc. must be added as an express party to this MOU and named in this MOU as having the responsibilities set forth herein that are applicable to this MCP relevant Subcontractor. MHP, MCP, and MCP's relevant Subcontractors and/or Downstream Subcontractors may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letters ("APL*")* 18-015, 22-005, 22-006, 22-028, and MHP is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

WHEREAS, the Parties desire to ensure that Members receive MHP services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-MHP Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU.

The MCP-MHP Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP Responsible Person" means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP Liaison" means MHP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 5 of this MOU. The MHP Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP Responsible Person and/or MHP compliance officer as appropriate.

e. "Network Provider" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

g. "Downstream Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, means a subcontractor of a MHP Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of Three Years or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Behavioral Health Director, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. meet at least quarterly with MHP, as required by Section 9 of this

MOU;

ii. report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. serve, or may designate a person at MCP to serve, as the MCP-MHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Oversight Responsibility.** The Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director, the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:

i. meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. report on MHP's compliance with the MOU to MHP's compliance officer no less frequently than quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and

must address any compliance deficiencies in accordance with MHP's compliance program policies;

iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;

iv. ensure the appropriate levels of MHP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed

for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals**. The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

i. The Parties must adopt a “no wrong door” referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.

2. The process by which Members who decline screening are assessed.

3. The process by which MCP:

a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.

c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.

4. The process by which MHP:

a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.

b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.

c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.

d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

c. **Closed Loop Referrals.** By January 1, 2025, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals to applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide,1 APL 22-024, or any subsequent version of the APL, and as set forth by DHCS through APL, or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and MHP comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. **Care Coordination and Collaboration.**

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

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[1] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

v. **Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings,[2] or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU.

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.

3. For inpatient mental health treatment provided by MHP or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. **Clinical Consultation.**

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. **Enhanced Care Management.**

2. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and

c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. Community Supports.

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP protocols;

b. Identification of the Community Supports covered by MCP; and

c. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

ix. Eating Disorder Services.

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:

a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.

a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. **Prescription Drugs.**

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.

b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed rugs and laboratory services, including a list of available pharmacies and laboratories.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case- specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract, and this MOU.

c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP, such as local county meetings, local community forums, and MHP engagements, to collaborate with MHP in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[4]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. MHP and MCP must ~~establish policies and proce~~dures to implement the following with regard to information sharing:

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[4] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf.

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health provider is serving as an ECM provider;

ii. A process for MHP to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and

v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program**. If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are encouraged to execute a Data Sharing Agreement (DSA). If MHP and MCP have not executed a DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the

dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute

a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

14. General.

a. **MOU Posting.** MCP and MHP must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP and MHP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, the MHP Contract, and subsequently issued superseding APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically, and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP
Central California Alliance for Health

Signature:
Name: Sara Grant
Title: Senior Contracts Analyst
Notice Address:

SUBCONTRACTOR
Carelon Behavioral Health of California, Inc.

Signature:
Name: Briana Duffy
Title:Subcontractor Signatory
Notice Address:

MHP
County of Mariposa

Signature:
Name: Miles Menetrey, Chair
Title: Board of Supervisors

MHP
County of Mariposa
COUNTERSIGNED:
(Government Code §25103)

Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

MHP
County of Mariposa
APPROVED AT TO FORM:

Signature:
Name: Steven W. Dahlem
Ttile: County Counsel

Exhibit A

MCP Responsible Party -
Name: Shaina Zurlin
Title: Behavioral Health Director
Contact: szurlin@ccah-alliance.org

MCP Liaison -
Name: Julie Norton
Title: Behavioral Health Program
Contact: jnorton@ccah-alliance.org

Exhibit B

MHP Responsible Party -

Name: Sheila Baker

Title: Deputy Director of Behavioral Health and Recovery Services & Local Mental Health Director

Contact: sbaker@mariposacounty.org

MHP Liaison -

Name: Laura Glenn

Title: Administrative Analyst – Mental Health Quality Assurance Supervisor

Contact: lglenn@mariposacounty.org

Exhibit C

Data Elements

To the extent permitted under applicable law, the Parties must share, at a minimum:

- Member demographic information
- Behavioral and physical health information
- Diagnoses
- Assessments
- Medications prescribed
- Laboratory results
- Referrals/discharges to/from inpatient or crisis services
- Known changes in condition that may adversely impact the Member's health and/or welfare

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-209

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt a Resolution Accepting the Department of State Hospitals Grant Funds ($500,000 over 5 years); and Authorize the Board Chair to Sign the Grant Agreement

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting the Department of State Hospitals Grant Funds ($500,000 over 5 years); and Authorize the Board Chair to Sign the Grant Agreement.

Mariposa County Behavioral Health will use these funds to coordinate, participate in, and facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness. This can include, but not be limited to, planning for Care Court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve this grant, HHSA will not perform the grant activities and forego the $500,000 over 5 years.

FINANCIAL IMPACT

There is no impact to the County General Fund. The FY24/25 Budget for this Grant will be included in the FY24/25 Recommended Budget.

ATTACHMENTS

1. 24-78003-000 STD 213 and Exhibit_REVISED

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

SCO ID: 4440-2478003000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-78003-000	DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
$500,000.00
Five Hundred Thousand 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	5
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit C *	General Terms and Conditions (GTC 4/2017)	*
+ -	Exhibit D	Special Terms and Conditions	9
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	13

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
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Board Chairperson

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-78003-000	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Faith Hiatt	Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W&I Code 4361.6		

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. County of Mariposa, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement. In this document, the terms "contract" and "agreement" are used interchangeably.

2. SERVICE LOCATIONS:

A. The services shall be performed at various locations throughout the State of California including but not limited to conference and meeting rooms at available state buildings, and remotely via teleconference and/or webinar.

3. SERVICE HOURS

A. The services shall be provided during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except state holidays, on an as-needed basis.

4. PROJECT REPRESENTATIVES:

The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Kathryn Sears Health Program Manager II	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 352-0069	Fax: N/A
Email: Kathryn.Sears@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Erika Flores Associate Governmental Program Analyst	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 654-3254	Fax: N/A
Email: Erika.Flores@dsh.ca.gov	

County Contract Manager:	
Section/Unit: Mariposa County Behavioral Health and Recovery Services	
Attention: Sheila Baker, Deputy Director	
Address: 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-0932	Fax: N/A
Email: sbaker@mariposacounty.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall be a county entity which will coordinate, participate in, and facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness. This can include, but not be limited to, planning for care court, coordinating treatment, discussing housing options, planning for rearrest and/or reentry into diversion programs. The workgroup shall also focus on targeting the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county. If the Contractor is not from one of the county entities required to participate in the workgroup as referenced in6.A, facilitation and participation responsibilities may be delegated to another workgroup member.

6. CONTRACTOR RESPONSIBILITIES:

A. The members of the workgroup coordinated by the Contractor must include, but are not limited to, representatives from the County Superior Court, the Public Defender's Office, the District Attorney's Office, the County Sheriff, the County Department of Behavioral Health or Primary Service Provider, and the County Probation Officer. The Contractor responsible for coordinating the workgroup may or may not be from one of the county entities required to participate on the collaborative community stakeholder workgroup.

B. The Contractor shall submit and maintain an annual roster of all current members of their workgroup. The Contractor shall email the roster to DSH at DSHDiversion@dsh.ca.gov no later than July 31st of each fiscal year.

C. Contractor shall actively utilize this workgroup to develop and implement local solutions that reduce the number of individuals with serious mental illness arrested who are incarcerated for behavior connected to their illness. Contractor must also utilize this workgroup to implement local solutions that target the reduction of FIST commitments overall within the county.

D. Contractor can utilize funds to facilitate the workgroup meetings; to implement strategies and solutions resulting from the meeting discussion and to hire administrative staff to monitor, track and facilitate the meetings.

E. Contractor shall coordinate meetings with the workgroup as often as necessary but, the Contractor must hold one (1) substantiative quarterly meeting at a minimum.

F. Meetings shall include, at a minimum, four (4) roster members or representatives of the roster members present to be eligible for invoicing. Contractor, in coordination with collaborative community stakeholder workgroup members, shall establish workgroup norms and processes to obtain concurrence and resolve disputes during developing, prioritizing, and implementing possible solutions.

G. Contractor shall provide DSH with a list of roster members who attended the meeting, a copy of the meeting agenda which includes a list of action items discussed, and a brief summary of the current status and outcomes resulting from the workgroup's efforts as verification for disbursement.

H. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

I. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

J. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, rules, and regulations made pursuant to pertinent Federal, State, and local laws. If any conflict arises between provisions of the plans and specifications and any such law above referred to, Contractor shall immediately notify DSH in writing.

K. The DSH may terminate the Agreement for cause, pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

L. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

7. DSH RESPONSIBILITIES:

A. DSH shall distribute funds to Contractor in accordance with the schedule outlined in Exhibit B, Section 5. Budget Detail, with approved submission of deliverables.

B. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely assess the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) calendar days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Contractor shall submit all invoices not more frequently than quarterly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, DSH agrees to compensate Contractor in accordance with the schedule of payments specified in section 5, Budget Detail.

C. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.

D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH Agreement price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to DSH for distribution of funds, all invoices shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office, MS-2
1215 O Street
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one (1) original and three (3) copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead. (See Exhibit B, Attachment 1 for sample invoice template.)

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, Provision 5, disbursement number provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Invoice Total
   iv. Disbursement Number (Exhibit B, Budget Detail, invoice number one through six
   v. Signature (may be e-signature or wet signature)

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL

A. The maximum amount of this Agreement shall not exceed $500,000.

   i. Funding distribution is found in Table B1 below and shall not exceed $100,000 per Agreement year.

B. Contractor shall submit the following items to DSH with each invoice:
   i. A list of roster members who attended the required meeting(s)
   ii. A copy of the meeting agenda(s) which include a list of action items discussed.
   iii. A brief summary of the current status and outcomes resulting in the workgroup's efforts commensurate with the timeframe associated with the invoice period.

C. Funding awarded to the Contractor pursuant to this Agreement shall be distributed in installments as outlined in Table B1 below.

TABLE B1 – FUNDING DISTRIBUTION FOR STAKEHOLDER WORKGROUP

Fiscal Quarter	Months	# Of Meetings Held	Amount
Agreement Year 1			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 1 Total			$100,000
Agreement Year 2			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 2 Total			$100,000
Agreement Year 3			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 3 Total			$100,000
Agreement Year 4			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 4 Total			$100,000
Agreement Year 5			
1	July-Sep		$25,000
2	Oct-Dec		$25,000
3	Jan-Mar		$25,000
4	Apr-June		$25,000
Agreement Year 5 Total			$100,000
TOTAL AGREEMENT AMOUNT	$500,000		

D. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

E. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

EXHIBIT B, ATTACHMENT 1
SAMPLE WORKGROUP INVOICE

[Insert Contractor's Department company logo/address]

WORKGROUP INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

AGREEMENT #

DSH Diversion Funding Disbursement Request					
	Invoice # (1, 2,3,4)		Months	# Of meetings held	Total Disbursement Requested
☐			July-September		**$**_____
☐			October-December		**$**_____
☐			January-March		**$**_____
☐			April-June		**$**_____

TOTAL: $ _____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any

party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its

agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

   i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

   ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided :s 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is 2: 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) (2021); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal

law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data

system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Contractor CCPA Responsibilities: Contractor, its employees, agents, and sub-contractors, shall comply with all Contractor's legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA), including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

To the fullest extent permitted by State law, pursuant to section 5 of Exhibit C of this Agreement, Contractor agrees to indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party

claims brought against the DSH, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

XII. Breach and Security Incident Responsibilities:

A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the
contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and

3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such

notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.

F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DSH Contract Manager	**DSH Privacy Officer**	**DSH Chief Information Security Officer**
See Exhibit A - Scope of Work for Contract Manager contact information	Privacy Officer Office of Legal Services California Dept. State Hospitals 1215 O Street, MS-5 Sacramento, CA 95814 Email: Yamin.Scardigli@dsh.ca.gov Telephone: (916) 562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures,

necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.

XIV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XV. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.

XVI. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.

C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with

such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XXI. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost.

At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

A. ***Supervision of Data.*** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.

D. ***Removal of Data.*** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.

E. ***Faxing.*** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-210

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with GHC of Anberry, LLC Dba: Anberry Nursing and Rehabilitation Center in the Amount of $450,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with GHC of Anberry, LLC Dba: Anberry Nursing and Rehabilitation Center in the Amount of $450,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

GHC agrees to provide Mariposa County Health and Human Services Agency (HHSA) with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0- 786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

This agreement is a three-year agreement, starting on July 1st, 2024, through June 30, 2027, for a total not to exceed of $450,000, which is $150,000 per fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors last approved an agreement with GHC of Anberry, LLC on August 15, 2023 by Resolution number 2023-461

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this agreement will force HHSA to seek another service provider for a client with a unique and severe treatment requirement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Anberry Nursing & Rehabilitation 2025 - COB

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

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") 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 GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center 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, 2024 and terminate on June 30 2027 extended as provided by this Agreement.

2. SERVICES

Contractor shall perform mental health 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 $450,000 for the term of the agreement. The annual payment shall not exceed $150,000 per year based on rates 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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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

Upon request by County, Contractor agrees that a copy of audits performed specific to this Agreement may be submitted to County within an agreed to and reasonable amount of time. 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:
GHC of Anberry, LLC
Attention: Legal Department
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92702

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
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 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

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
Board of Supervisors

CONTRACTOR

_____
Lois Mastrocola, Chief Financial Officer
GHC of Anberry, LLC Dba:
Anberry Nursing and Rehabilitation Center

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.
1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements: 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.

1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. Goals and Outcomes
Contractor's program shall have the following goals and objectives:
1.1. Goals: 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.

1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.

1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long- term care facilities or state hospitals.

1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.

1.1.5. Clients shall have reduced medication levels, as measured through medication usage.

1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives: 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning

1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.

1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.

1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population: 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.

2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation 2.2.1. Contractor facility addresses:

Anberry Nursing & Rehabilitation Center - 1685 Shaffer Rd, Atwater, CA 95301

2.2.1. 24 hours, seven days a week.

3. Requirements for Service Delivery

3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.

3.3. Services: Contractor shall provide, operate, and maintain an IMD/STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.

3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food (see Exhibit C for payment).

3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.

3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria: 3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.

3.7.6. Screening/Referral Process: 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

3.7.7. The following patients will not be acceptable for admission: 3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations: 3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description: 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization: 3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.
3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re- traumatizing people and will facilitate consumer participation in services.
3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

https://www.thinkculturalhealth.hhs.gov/clas
3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

EXHIBIT B
PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.

2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.

3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.

4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.

5. Patient Fees and Third-Party Billing: 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co- payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general

assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
5. 5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

GENERATIONS HEALTHCARE

LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$250/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$275/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$300/day
**LTC Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $550/day B - $575/day C - $600/day
LTC Murphy Patch Rate	**Murphy Client**	A - $450/day B - $475/day C - $500/day

**LTC Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $600/day B - $625/day C - $650/day

GENERATIONS HEALTHCARE

SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services	$325/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$360/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$395/day
**STP Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $600/day B - $625/day C - $650/day
STP Murphy Patch Rate	**Murphy Client**	A - $475/day B - $500/day C - $525/day
**STP Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $650/day B - $675/day C - $700/day



** The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/23

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

James+Gable Insurance Brokers
111 N Sepulveda Blvd Ste 325
Manhattan Beach, CA 90266

CONTACT NAME: Neil Plant
PHONE (A/C, No, Ext): 310-937-2020 FAX (A/C, No):
E-MAIL ADDRESS: nplant@james-gable.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Health Providers Insurance Reciprocal, RRG	10080
INSURER B : Liberty Mutual Fire Ins Co	23035
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Life Generations Healthcare, LLC
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707

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 X LOC OTHER:	Y	Y	HCL-23-1214	10/01/23	10/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AL-23-1214	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 8,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EW2-64N-445492-023	07/01/23	07/01/24	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	SIR: $750,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY (CLAIMS-MADE) INCL SEXUAL MISCONDUCT			HCL-23-1214	10/01/23	10/01/24	EACH CLAIM AGGREGATE	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability coverage is extended to the County of Mariposa, its officers, officials, employees, and volunteers as additional insureds for liability arising from the mental health services agreement with GHC of Anberry, LLC dba Anberry Nursing and Rehabilitation (an additional named insured on the policies referenced above). Coverage is primary and non-contributory. Cancellation notices apply as follows: 10 days for non-payment of premium and 30 days for all other cancellations.

CERTIFICATE HOLDER

County of Mariposa
5362 Lemee Lane
PO 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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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-211

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept Donation from Wawona Friends of the Library

RECOMMENDATION AND JUSTIFICATION

Accept Donations from Wawona Friends of the Library for Operating Expenses.

The Wawona Friends of the Library have agreed to fund up to $4,700 between the time period of Memorial Day to Labor Day 2023. This is to cover the cost of being open three additional days per week over that time period. This has been something the Friends have supported in previous years.

The acceptance of the donations will enable the Bassett Memorial Wawona Library to increase Extra Help hours in support of additional days of operation. The budget is not impacted because there is salary savings to cover the additional expense, and the revenue will be accepted without a budget action required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved donations from the Wawona Friends of the Library.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Mariposa County Library will be unable to add additional days and hours to their Wawona branch schedule.

FINANCIAL IMPACT

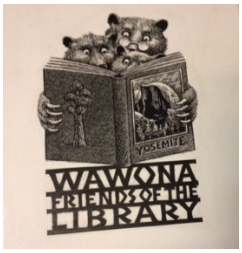
The budget will not change as there is salary savings in FY24 to cover additional expenses.

ATTACHMENTS

1. Wawona FOL donation letter

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



4-29-2024

The Wawona Bassett Memorial Friends of the Library have approved a donation of up to $4,700 to be used for additional hours for summer staffing of the Bassett Library in Wawona.

This is in addition to the usual hours approved by Mariposa County Library and Mariposa County. We are planning to staff up to six days a week for summer use by residents, employees, and visitors. The expenses of the hours we would pay for would allow for an additional three days a week that aren't typically provided by the county.

The intent is for the county to invoice our group for hours worked.

Sincerely,
Pat Sischo
Wawona FOL

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Christopher Bradshaw to the Coulterville Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Appoint Christopher Bradshaw to the Coulterville Planning Advisory Committee as a Member with a Term Expiring February 28, 2026.

Bradshaw has expressed interest in serving on this committee.

With this action there will be one vacancy on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

None.

ATTACHMENTS

1. **240326 Coulterville Vacancy 2**
2. **240417 Bradshaw Redact App**

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

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: 3/26/24 Deadline for Submission: **Open Until Filled**

Request Type:	Committee Application	Request Location:	
Request ID Number:	1087		
Date Submitted:	4/14/2024		
Date Closed:	(open)		
Date Printed:	4/17/2024 12:16:34 PM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

n

Date/Person	Comments
4/14/2024 8:29:39 PM (anonymous)	Your Request ID Number is 1087. **Name of Board, Commission or Committee for which you are applying** Coulterville Planning Advisory Committee **First Name** Christopher **Last Name** Bradshaw **Supervisorial District in which you Reside** 2 **Length of your Residency in the county** 1 year **Mailing Address** **Email Address:** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Employed **Employer's Name** California State University Stanislaus **Employer's Address** One University Circle, Turlock, CA 95382 **Day Telephone Number** **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** I moved to Coulterville because I love the history, culture, and natural beauty of the area. By serving on this committee I want to help to protect and enhance the unique nature of this special community. **Please list prior/current appointments to other Boards/Commissions/Committees** I have served and continue to serve on a number of committees at my place of employment and I am on the board of the Western Academy of Management. **List any information regarding experience, training and/or education that you feel qualifies you for this position** I have an MBA and a PhD in business administration/management. As a professor of management I know how important careful consideration and planning are when it comes to business and real estate development. **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** CV Bradshaw APR24.pdf **Please attach Supplemental questions, if any.** **Time(s) you have available to attend meetings (days, evening, etc.)** My schedule is generally flexible. **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: May 21, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee as a Member with a Term Expiring February 28, 2026.

Figueroa has expressed interest in continuing to serve on this committee.

With this action there will be three vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Figueroa was appointed on March 10, 2009.

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

None.

ATTACHMENTS

1. **230509 GH Vacancy Notice (3)**
2. **240411 Jesse Figueroa Redact Application**

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

Mariposa County

Steve Engfer
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
(209) 966-5151
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCIES ON THE GREELEY HILL PLANNING ADVISORY COMMITTEE

Three vacancies currently exist on the Greeley Hill Planning Advisory Committee.

The purpose of the Committee is to make recommendations on the adoption of an Area Plan for Greeley Hill as well as address other planning issues pertinent to the Committee. The Committee also creates and recommends policies for the community of Greeley Hill 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 and expire the last day of February 2025.

Members must be employed, reside, or own property or own a business within the geographic boundaries of Greeley Hill 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 and can be found online at:

https://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the 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:
Greeley Hill Community Club
Coulterville Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date: 5/09/23 Deadline for Submission: Until Filled

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APR 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:
Greeley Hill Planning Advisory Committee

Supervisorial District in which you Reside: District 2

Length of Residency in the County:

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:
Jesse

Last Name:
Figueroa

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: Employed

Employer's Name:
Mercy Medical Transportation

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
To help with planning in the Greeley Hill area.

Please list prior/current appointments to other Boards/Commissions/Committees:
Greeley Hill Planning Advisory Committee
Emergency Medical Care Committee

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:

Lived in community for 35 years
Owner builder
Owned business in community for 20 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:

No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
0	Any time	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: 3/1/24 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Kris Casto and Kari Kisela as Members Representing the Business Community, Jeanetta Phillips as a Member Representing the Historic Sites and Records Commission and Marilyn Saunders as a Member Representing the Mariposa Town Planning Area to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

---

RECOMMENDATION AND JUSTIFICATION

Appoint Kris Casto and Kari Kisela as Members Representing the Business Community, Jeanetta Phillips as a Member Representing the Historic Sites and Records Commission and Marilyn Saunders as a Member Representing the Mariposa Town Planning Area to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force.

Casto, Kisela, Phillips and Saunders have expressed interest in serving on this task force.

With this action, there will be four vacancies on this task force. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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 appointed or re-appointed, this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **240417 Kris Casto Redact App.**
2. **240409 Kari Kisela Redact App**
3. **240417 Jeanetta Phillips Redact App**
4. **240404 Marilyn Saunders Redact App**
5. **240412 Mariposa Town Advisory Task Force Vacancy Notice**

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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APR 17 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: Mariposa Advisory Task Force

Supervisorial District in which you Reside: 3

Length of Residency in the County: 20yrs

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: Kris

Last Name: Casto

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: yes

Employment Status: Self-Employed

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

See Attached

Please list prior/current appointments to other Boards/Commissions/Committees:

See Attached

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:

See Attached

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: N/A

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Flexible -	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: 4/19/2024 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Why I want to volunteer

The town planning area needs a structure that benefits thoughtful growth plans. With so many improvements in the works, it makes sense to bring these groups together to communicate and co-ordinate their plans. This proposed process will allow more involvement in making recommendations.

As a downtown merchant for over twelve years, I have seen some great changes to our downtown and seen where zoning could be reviewed, where mixed use makes sense, where code changes could benefit the merchants, where communication would help the town be more unified for the good of all, where businesses could bring issues that they feel need addressed. I would like to help in this process.

Present & Past

Mariposa County volunteer: Code Compliance Advisory Committee, LAFCO, chaired, Transportation Citizens Advisory Committee, chaired, and Agri-Tourism Citizen Committee, Citizen's Oversight Committee Measure L, chair

Service Clubs: Rotary, President, Agri-Nature Association, President, Main Street Mariposa, Board, Mariposa Community Foundation, President and AAUW,

Elected Official: Los Altos City Council. Mayor& Los Altos Planning Commission 10 year.

Experience and training

I was on the Los Altos Planning Commission for 10 years in which I became knowledgeable with zoning and land use. I was elected twice to the Los Altos City Council where I learned many facets of city government. One of the most important was open discussions, especially town hall type meetings which all residents were encourage to participate. It made me realize that listening to all points of view made for much better ordinances and codes.

I have a BS degree in Social Work from Ohio State University. With this background, I have tried to look at both sides of issue and realized open communication is the key and discovering new ideas.

I have been trained in mediation resolutions and volunteered in a few cases in Mariposa. This training is valuable in problem solving and resolution.

Recently I have read the 20 year old Mariposa Town Planning Area codes. This is a good start to help determine what has worked, what is missing and what needs to be deleted.

RECEIVED

APR 09 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:
Downtown Task Force (Advisory Task Force)

Supervisorial District in which you Reside: 3 -Toso

Length of Residency in the County: 9+ 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: Kari

Last Name: Kisela

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Employed

Employer's Name: Mariposa County Chamber of Commerce

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I enjoy being part of community groups that inspire growth and dedication of service.

Please list prior/current appointments to other Boards/Commissions/Committees:
Mariposa Chamber, Mariposa Business Association, Lions Club of Mariposa

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 worked for Mariposa County Chamber of Commerce for almost 5 years. I feel a strong connection with Mariposa County and would like to participate in a task force if I can be of service.

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:

N/A

Resumé Attached:

Time(s) you have available to attend meetings (days, evenings, etc.):

Weekdays after 3pm or noon (flexible)

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.

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: 4-9-24 Signature: Kari Kisela

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Request Type:	Committee Application	Request Location:	
Request ID Number:	1090		
Date Submitted:	4/16/2024		
Date Closed:	(open)		
Date Printed:	4/17/2024 12:16:02 PM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
4/16/2024 8:03:58 PM (anonymous)	Your Request ID Number is 1090.

Name of Board, Commission or Committee for which you are applying ~~Agricultural Advisory Committee~~ Mariposa Task force
First Name Jeanetta
Last Name Phillips
Supervisorial District in which you Reside 3
Length of your Residency in the county 35 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 Because of my years working in the business community I feel I have a lot to offer this committee. I want to help my community in becoming a vibrant and welcoming area for everyone.
Please list prior/current appointments to other Boards/Commissions/Committees Historic Sites and Records Commission, Creative Place Making committee.
List any information regarding experience, training and/or education that you feel qualifies you for this position I have been a business owner in Mariposa. I am presently manager of the Made in Mariposa store in downtown Mariposa, I attend the Mariposa business Assoc. on a regular basis so I am aware of the challenges facing local businesses and property owners. I also attend meetings of the Main Street group. My work with the Historic Sites Commission could be of some benefit in this project. I studied business administration in college.
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.) negotiable times available days 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

RECEIVED

APR 04 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: MAFF

Supervisorial District in which you Reside: Four

Length of Residency in the County: 21 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: Marilyn

Last Name: Saunders

Mailing Address:

Email Address:

Are you Over 18 Years of Age: yes

Employment Status: Seasonal and Retired

Employer's Name: Mary Caldwell

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I am concerned about continuing and enhancing our vibrant community through thoughtful development and zoning.

Please list prior/current appointments to other Boards/Commissions/Committees:
Not formally appointed, I volunteered for Bicycle Pathways and Sidewalks committee.

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 project management skills and experience would be put to good use on this commission. Currently I serve on the Economic Development Corporation of Mariposa County, a stand alone 501(c)(3) non profit. This service is of long standing, starting in 2006.

In 2008 I joined the Mariposa Community Foundation Board, serving through 2018. Leading the foundation's financial support through the 2008 Telegraph and 2017 Detwiler fires, and serving as volunteer Executive Director through the recent Oak Fire recovery has provided me with a broad view of the county and its needs beyond such recovery.

I own property in the Mariposa TPA, including my home, and therefore have personal interest for the community in which I live.

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?**
yes	Flexible schedule	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: 4-4-2024 Signature: Marilyn Saunders

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

04-02-2024

MARILYN W SAUNDERS

PROFILE

Currently retired from active paid employment, my extensive career ranges from teaching in elementary school, creating innovative nonprofit programs and organizations including incorporating and obtaining federal recognition of same beginning in 1972, monitoring of underwriting policy for specific insurance products, corporate compliance, preparing taxes and serving as an Enrolled Agent with the IRS plus outside sales and sales management.

EXPERIENCE

PRESIDENT, EDC OF MARIPOSA COUNTY – 2018-PRESENT

After serving on this board for a number of years and completing my term as board member and president of the Mariposa Community Foundation I agreed to answer the challenge to lead the EDC.

EXECUTIVE DIRECTOR, (VOLUNTEER) MARIPOSA COMMUNITY FOUNDATION – 2018 - PRESENT

By resolution of the Board of Directors of the Mariposa Community Foundation I serve as Executive Director of this venerable funding organization for Mariposa County. Responsibilities include financial and policy oversight, strategic objective guidance, website development and maintenance and administrative duties generally assigned to support staff and more.

PRESIDENT AND MEMBER, MARIPOSA COMMUNITY FOUNDATION – 2008-2018

During my ten-year tenure at the Mariposa Community Foundation, we grew from an unfocussed entity to an erstwhile community foundation enabled to grant funds to nonprofit organizations in Mariposa County. Relationships are currently established with the Housing and Community Development unit in the Mariposa County Planning Department. Historically the Foundation has received donations and disaster relief funds for survivors of major fires, the most recent being the Oak Fire of 2022. Funding resources of the foundation itself have broadened to businesses within and beyond the county. I served as president from 2014 to 2018.

DIRECTOR, CORPORATE COMPLIANCE, CNA, CHICAGO IL – 1994-2003

This term of employment prior to my retirement in 2003 provided experience in compliance of insurance regulations in 52 jurisdictions and work with IT in various functions. As Project Manager of the Federal Financial Services Privacy Policy development and implementation, I worked with CNA companies and business units in the US, England and Chile driving a policy that met with Federal requirements..

04-02-2024

OVERVIEW OF EARLIER EXPERIENCE

1982-1987

Developed and managed two sales units specializing in personal disability income replacement policies to serve business owners and professionals.

1973-1982

Managed and directed a not-for profit day care program for developmentally disabled children in Berkeley CA; managed a residential program for young adults in Marin County.

1971-1973

City of Berkeley, CA. Served as Technical Assistant for the Child Care Development Council. While there worked with parents to create the Berkeley Child Care Program for developmentally disabled children, among other technical assistance to programs in the city.

1961-1962

Elementary school teacher in Carpinteria CA and Berkeley CA.

EDUCATION

UC BERKELEY, BERKELEY CA 1958-1960, UC SANTA BARBARA 1960-1961 - BACHELOR OF SCIENCE IN EDUCATION, CALIFORNIA STATE UNIVERSITY AT SAN FRANCISCO 1973-1976 - MASTER OF SOCIAL WORK (PROGRAM DEVELOPMENT), INTERMITTENT WORK TOWARD MASTERS IN FINANCE 1994-2003

SKILLS

Capability in development of organizations including ongoing operations, particularly nonprofits. Understanding of IRS Tax Regulations including those for nonprofit organizations. Tax Preparer Preparer registered with the State of California and IRS.

REFERENCES

There are no persons from whom I have requested references.

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 MARIPOSA TOWN ADVISORY TASK FORCE

There are eight (8) vacancies that currently exist on the Mariposa Town Advisory Task Force (MATF), for a one (1) year term from the date of the first scheduled meeting of the Task Force.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

A. Eligible members shall be:

1. Members shall be employed at a place of business or serving as a volunteer worker within the geographic boundaries of the Mariposa Town Planning Area; or
2. Own a business located within the geographic boundaries of the Mariposa Town Planning Area; or
3. Reside within the geographic boundaries of the Mariposa Town Planning Area; or
4. Own real property located within the geographic boundaries of the Mariposa Town Planning Area.
5. Members shall maintain these qualifications for their entire term of appointment.

B. The Task Force is to represent a cross section of the above categories of eligibility:

1. At least three (3) members must represent the business community. (A)
2. At least one (1) member shall be appointed from the Historic Sites and Records Commission. (B)
3. At least one (1) member shall be appointed from the Mariposa County Museum Advisory Board. (C)
4. At least one (1) member shall be an employee or volunteer of the Mariposa County Arts Council. (D)
5. At least one (1) member shall reside within the geographical boundaries of the Mariposa Town Planning Area. (E)
6. At least one (1) at-large member that meets the criteria of either number 2, 3, or 4 from, Section I,C. (F)

The PURPOSE AND TASK of the MATF include the following:

The Task Force shall serve as an advisory body to the Mariposa County Board of Supervisors. Duties of the Task Force shall be to Review and evaluate the Town Plan and its policies and programs to provide recommendations for plan updates including, but not limited to:

1. Consideration and review of existing development conditions to establish current baseline development data.
2. Evaluate and recommend zoning and development standards changes considering alignment with the Development Code update.

3. Establish plan update task prioritization list as relates to County project advancement within the Plan area, such as the Creek Parkway, Fournier Road Bridge, Streetscape Improvement Plan, Gateway Murals and Elements.
4. Evaluation and Review of Mariposa Public Utility District (MPUD) Service Area Annexation to the Town Plan Area for Creatin of any plan update needs recommendations.
5. Consider and recommend circulation and any additional street improvement program in the Town Plan Area.
6. Provide recommendations to implement, modify, update, or eliminate programs or policies and propose new programs or polices responsive to the needs of the Town Plan Area for economic development, as well as alignment of the Town Plan for County housing objectives and the 2024 Housing Element Update.

If you are interested in serving on the committee, please submit an application for the MATF 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 4/18/24 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-213

MEETING:	May 21, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with Caltrans for Clean California Free Dump Day Events at the Lake Don Pedro Transfer Station and Mariposa County Landfill; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Caltrans for Clean California Free Dump Day Events at the Lake Don Pedro Transfer Station and Mariposa County Landfill; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Clean California initiative, spearheaded by Caltrans, is a long-term endeavor aimed at preserving the cleanliness of roads and waterways, generating employment opportunities, and enhancing the aesthetic appeal of state and local public areas. As a key aspect of the litter management strategy, Caltrans is proposing Dump Day events, where the public can safely and freely dispose of household waste. Under this agreement, Caltrans commits to fully reimbursing Mariposa County for all expenses related to Dump Day events, including labor, equipment, and dumping fees, up to an amount not to exceed $15,000. These events are scheduled for May 25, 2024, from 9:00 AM to 1:00 PM at the Don Pedro Transfer Station, and June 8, 2024, from 9:00 AM to 1:00 PM at the Mariposa County Solid Waste and Recycling Facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved similar agreements in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will not conduct free Dump Day events.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Flyer Don Pedro CA10 Clean California**
2. **Flyer Landfill CA10 Clean California**
3. **Clean California Dump Day Agreement - Mariposa County**

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



FREE DISPOSAL DAY

Saturday, May 25, 2024

9:00 AM - 1:00 PM

Don Pedro Transfer Station
9729 Merced Falls Road, La Grange, CA 95329

This household waste collection event will be held at the **Don Pedro Transfer Station, 9729 Merced Falls Road, La Grange,** as part of the Clean California program, encouraging responsible trash-handling practices and disposing of waste materials safely and properly.

Dump Day collection items to be accepted:

- Appliances (Limit 2)
- Bulky Items – old furniture, chairs, tables, etc. (Limit 4)
- Mattresses (Limit 4)
- Car and pickup tires (Limit 4, No large truck tires) (with or without rims acceptable)
- Household trash (make sure loose items are properly bagged) up to two cubic yards of trash (approx. the equivalent of a small trailer or pickup load)

Items NOT accepted at this event:

- Hazardous waste (such as paints, oils, treated lumber and other chemicals)
- E-waste (computers, televisions, monitors, video games, microwave ovens, etc.)
- Green waste (leaves, prunings, grass, brush vegetation, etc.)
- Concrete and demolition materials

Caltrans reminds motorists to properly secure and tarp all cargo loads prior to driving. Transporting unsecured loads is unsafe, illegal, and pollutes California's roads and waterways. Loads that are not tied down/secured by tarps/nets or enclosed will not be accepted.

Tips for securing your load:

- Completely cover loads with tarps or cargo nets. Debris can escape from gaps.
- Remove loose material and trash before driving.
- Don't overload; keep materials level with your truck bed.
- Put light items lower, tie large items to the vehicle for traffic safety.

FREE

CALTRANS CLEAN CALIFORNIA DISTRICT 10 DUMP DAY

DON PEDRO TRANSFER STATION
SATURDAY, MAY 25, 2024
9:00 AM—1:00 PM

Sponsored by MARIPOSA COUNTY BOARD OF SUPERVISORS and "In Partnership with CALTRANS CLEAN CALIFORNIA program"

FREE DISTRICT 10 DUMP DAY

IN PARTNERSHIP WITH **MARIPOSA COUNTY**

CLEAN CALIFORNIA

FREE DISPOSAL DAY

Saturday, June 8, 2024

9:00 AM - 1:00 PM

Mariposa County Solid Waste and Recycling Facility
5593 Hwy 49N, Mariposa, CA 95338

This household waste collection event will be held at the **Mariposa County Solid Waste and Recycling Center, 5593 Hwy 49N**, as part of the Clean California program, encouraging responsible trash-handling practices and disposing of waste materials safely and properly.

Dump Day collection items to be accepted:

- Appliances (Limit 2)
- Bulky Items – old furniture, chairs, tables, etc. (Limit 4)
- Mattresses (Limit 4)
- Car and pickup tires (Limit 4, No large truck tires) (with or without rims acceptable)
- Household trash (make sure loose items are properly bagged) up to two cubic yards of trash (approx. the equivalent of a small trailer or pickup load)

Items NOT accepted at this event:

- Hazardous waste (such as paints, oils, treated lumber and other chemicals)
- E-waste (computers, televisions, monitors, video games, microwave ovens, etc.)
- Green waste (leaves, prunings, grass, brush vegetation, etc.)
- Concrete and demolition materials

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Tips for securing your load:

- Completely cover loads with tarps or cargo nets. Debris can escape from gaps.
- Remove loose material and trash before driving.
- Don't overload; keep materials level with your truck bed.
- Put light items lower, tie large items to the vehicle for traffic safety.



CLEAN CALIFORNIA · Caltrans · DISTRICT 10 · MOTHER OF COUNTIES MARIPOSA COUNTY

Sponsored by MARIPOSA COUNTY BOARD OF SUPERVISORS and "In Partnership with CALTRANS CLEAN CALIFORNIA program"

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the County of Mariposa, hereinafter referred to as "LOCAL AGENCY"; and collectively referred to as "PARTIES."

The Clean California initiative is a multiyear clean-up effort led by CALTRANS to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, CALTRANS is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events).

CALTRANS and LOCAL AGENCY, agree to provide free Dump Day events for LOCAL AGENCY's residents as part of the Clean California initiative.

PARTIES are authorized to enter into an agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

PARTIES MUTALLY AGREE TO DO THE FOLLOWING:

1. PARTIES shall publicize Dump Day events by informing the public that they may dispose of certain household waste items safely and properly for free, at the following locations and dates:

    - May 25, 2024, between 9:00 AM and 1:00 PM at the Don Pedro Transfer Station, 9729 Merced Falls Road, La Grange, CA 95338
    - June 8, 2024, between 9:00 AM and 1:00 PM at the Mariposa County Solid Waste and Recycling Facility, 5593 Hwy 49N, Mariposa, CA 95338

2. CALTRANS agrees to reimburse the LOCAL AGENCY 100% (one hundred percent) of cost for, including but not limited to labor, equipment and/or dumping fees expended for Dump Day events (Dump Day Costs) up to the maximum Contract Sum stated in this Agreement.

3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed $15,000 to fulfill its obligations under this AGREEMENT.

4. CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

5. Based on the amount of trash collected during the Dump Day events, LOCAL AGENCY shall send its invoices to CALTRANS within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.

6. LOCAL AGENCY shall send invoices to the Caltrans District Clean CA District 10 Coordinator. The itemized invoice shall contain the following:

(a) STATE's Clean California Program Code: CLEANCADMP;
(b) AGREEMENT number;
(c) Date(s) of services;
(d) Location of services;
(e) Number of hours and hourly rates;
(f) Receipts for trash disposal;
(g) Receipts for equipment, materials, and supplies; and
(h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

CALTRANS CONTACT:
Sam Sherman, Acting D10 Clean California Coordinator
Department of Transportation
District 10 - Clean California
P.O. Box 2048
Stockton, CA 95201
Mobile Phone: (209) 979-0480
Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY CONTACT:
Samuel Cerveny, Public Works Deputy Director
4639 Ben Hur Road
Mariposa, CA 95338
Office Phone: 209.966.5356
Mobile Phone: 209.347.3140
Fax Number: 209.966.2828
Email: scerveny@mariposacounty.org

7. Upon review and approval of invoice by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt of invoices. Payment will be made in accordance with the CA Prompt Payment Act, and within the time specified in Chapter 4.5, sections 927-927.13 of the Government Code.

8. When publicizing the Dump Day events, PARTIES shall inform the public that no hazardous materials will be accepted at the Transfer Stations/Landfills. However, if LOCAL AGENCY accepts hazardous materials, it shall do so at its own risk and responsibility and CALTRANS shall not pay disposal fees for such hazardous material.

9. Participating members of the public will be responsible for legally transporting waste to the Dump Day event.

10. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the services under this AGREEMENT including refuse intake inspection by staff qualified to identify hazardous materials, transportation, loading and unloading, and handling of Dump Day refuse.

11. CALTRANS does not accept nor take any responsibility for generation of any waste streams, including hazardous materials, associated with the Dump Day event(s).

12. All services performed by LOCAL AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and LOCAL AGENCY laws, ordinances, and regulations. In case of a conflict between Federal, State and LOCAL AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then LOCAL AGENCY laws and regulations, respectively.

13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed $15,000 ("Contract Sum"). Costs incurred by LOCAL AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by LOCAL AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the actual cost of services rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT.

14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.

15. This AGREEMENT will end on June 30, 2024. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse LOCAL AGENCY all allowable, authorized, and non-cancellable obligations and costs incurred by LOCAL AGENCY prior to the termination.

16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under or in connection with any work (including hazardous materials), authority, or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under this AGREEMENT. PARTIES will continue to work together to plan future events.

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

_____	_____	_____	_____
Tanya Sanguinetti	Date	*Miles Menetrey*	Date
Acting Deputy District Director Maintenance		Chair, Board of Supervisors	
Caltrans District 10		Mariposa County	

Approved as to Legal Form:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 21, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Handouts Received During Public Comment on Non-Agenda Items at the May 21st, 2024, Meeting

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RECOMMENDATION AND JUSTIFICATION

Handouts Received During Public Comment on Non-Agenda Items at the May 21st, 2024, Meeting

- Master Gardeners Flyer from Jeanne-Ann Pine

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts from public members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Master Gardeners Flyer**

University of California Cooperative Extension
Master Food Preserver

WHOLE DAY $20/MORNING SESSION $15/AFTERNOON SESSION $15/SCHOLARSHIPS AVAILABLE

IN COLLABORATION WITH THE UC MASTER GARDENERS OF MARIPOSA COUNTY

BACKYARD BOUNTY: SEED STARTING, VEGETABLE GARDENING & FOOD PRESERVATION

9:00AM- 11:00AM: Seed Starting, Garden Location & Soil Composition
(BRING A SMALL BAG OF SOIL FROM YOUR GARDEN TO ANALYZE)
11:00AM-11:45AM- Backyard Bounty Snacks & Tastings /BRING A LUNCH
11:45AM- 1:45PM: Food Preservation techniques, Pesto Making & Dilly Beans Preparation



SATURDAY, JUNE 29TH -
BIG TABLE RANCH/
5586 GREELEY HILL RD. COULTERVILLE

LEARN ABOUT THE UC MASTER GARDENERS PLANT A ROW PROGRAM TO ADDRESS FOOD INSECURITY IN THE COUNTY

GIVEAWAY & HANDOUTS, SEEDS TO START YOUR GARDEN, STARTS

MUNCH YUMMY SNACKS HIGHLIGHTING FOOD PREPARATION TECHNIQUES

PREP BEANS TO MAKE EASY DILLY BEANS TO TAKE HOME

3 WAYS TO REGISTER/
REGISTRATION REQUIRED

CALL 209 966-2417

HTTPS://SURVEYS.UCANR.EDU/SURVEY.CFM?SURVEYNUMBER=42814

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 21, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Receive a Video Presentation in Honor of Veterans Day from Bob Johns, Veterans of Foreign Wars (VFW) Post 6042 Keith M. Bertken Post (Supervisor Wayne Forsythe)

RECOMMENDATION AND JUSTIFICATION

Receive a Video Presentation in Honor of Veterans Day from Bob Johns, Veterans of Foreign Wars (VFW) Post 6042 Keith M. Bertken Post (Supervisor Wayne Forsythe)

The video being shown was done by the Arts Council in honor of fallen Mariposa hero Keith M. Bertken. The video can be located on Vimeo with the title - Give My Love to the Folks at Home on Vimeo or by visiting the web address https://vimeo.com/372450151

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board celebrates Memorial Day with the VFW Post every year and would like to honor its beginnings and the heroes of our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not watch the video and miss the opportunity to learn a harrowing story of a local hero.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 21, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

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RECOMMENDATION AND JUSTIFICATION

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a presentation from the Arts Council Annually as they receive grant funds from the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **BoS Presentation 2024 (2)**

Mariposa Arts Council

Presentation for the
Mariposa County Board of Supervisors

MAY 21, 2024

OUR MISSION

The Mariposa County Arts Council, Inc. (MCACI) is an incorporated non-profit organization and our mission is to promote and support all forms of the cultural arts, for all ages, throughout Mariposa County.



WHAT IS AN ARTS COUNCIL?

A liaison between county government and the California Arts Council (CAC).

- Ensure state grants programs are designed to serve the needs of all Californians and state funding is distributed in a geographically equitable manner
- Engage in community development through the arts and contribute to creative placemaking activities
- Conduct cultural assessment, planning and policy development as informed by community stakeholders
- Foster local, regional and statewide partnerships and collaborations
- Engage in programs that promote arts advocacy efforts at the local, state, or national level
- Provide and/or support rigorous and relevant arts learning (preK-12, adult education, creative aging, etc.)
- Facilitate economic development efforts that support the creative economy through arts industries and creative placemaking
- Provide technical assistance and capacity building for other arts organizations and cultural activities in the county
- If applicable, provide regranting, financial support, and/or fiscal sponsorship to cultural organizations or artists
- If applicable, provide stewardship of a community's art collection(s)
- If applicable, manage a public art program
- If applicable, manage one of more cultural facilities in the county

If applicable, produce or presen

IN SCHOOL PROGRAMMING



Artists in the Schools

A multi-month residency program in which trained teaching artists deliver arts learning experiences in concert with, at least, one other academic subject. Offered in every Mariposa County Unified 5th grade classroom. This is a partnership program with Mariposa County Office of Education and Sierra Foothill Charter School.



SITE+VISION

A visual literacy program for all Mariposa County Unified School District high schoolers that provides field trips for students to major visual art exhibitions in Sacramento, Central Valley and the Bay Area. This is a partnership program with Mariposa County Office of Education.



Poetry Out Loud

A national poetry recitation contest that challenges high school students to learn poetry through recitation and performance. This is a partnership program with participating high schools throughout the County.

CREATIVE YOUTH DEVELOPMENT







Art + Environmental Day Camps

Free, place-based, outdoor + arts education programming during spring and summer breaks for Mariposa County Unified School District and Sierra Foothill Charters School students (TK-6 grade) led by teaching artists, scientists, outdoor educators and culture keepers. This is a partnership program with Sierra Foothill Conservancy.

JumpStArts

Weekly artist-in-residency program, running year round, for at-risk youth prioritizing pro-social mentorship and healthy physical, social and mental health outcomes. This is a partnership program with the Alliance for Community Transformations.

.

Youth Workforce Development/

Student Mural Program and Music on the Green Youth Artists

A program offering employment, authentic learning experiences, and artist mentorship opportunities to high school aged students looking to build their professional portfolio and work experience.

ADULT PROGRAMMING

> *The poetry class is a great way to give inmates the opportunity to express themselves. I am severely mentally ill and for me art therapy is a God-send. Most of us don't want to talk about what's in our heads and some don't even know what's in there. Art is a way to get it out without talking."* - Arts in Corrections program participant

The spirit moves upon the deep,
Above the seaweed and the sea, full of
life within its depths have always sang to me

The dark green needles of
the pine reach up to catch the morning
sun. The wind which whispers to me makes me and mother nature one.

- Participant poetry



Arts in Corrections

Poetry writing and literacy program for incarcerated individuals at the Mariposa County Corrections Facility. This is a partnership program with the Mariposa County Sheriff's Office.

Veterans in the Arts

An initiative to honor and uplift the unique experiences of Mariposa's veterans, active military personnel and their families. This is a partnership program with the Keith Bertken Veterans of Foreign Wars Post 6042.

CREATIVE PLACEMAKING

These projects are informed and driven by community input, supported by partnerships and in direct alignment community goals and County priorities identified in:

- The County's General Plan,
- The Economic Vitality Strategy,
- Creative Placemaking Strategy,
- Mariposa Town Plan,
- Community Health Assessment,
- Mariposa Creek Parkway Master Plan
- The Mariposa County Office of Education Strategic Arts Education Plan
- The forthcoming Agricultural and Working Landscape Conservation Plan



Public Art

Two new murals and an upcoming gateway features celebrate culturally and ecologically significant species, funded by the *CalTrans Clean California Project.*



Working Lands, Working Artists

Public art installations from local artists that support Mariposa agricultural community & respond to public input from the *Agricultural and Working Landscape Conservation Plan*.



Student Mural Project

This project provides authentic learning, workforce development and mentorship experiences for young artists; amplified student voice, and beautifies/activates school sites.



Mariposa Creek Parkway

Artistic interventions in the township of Mariposa that support landscape restoration + wildfire mitigation strategies happening along Mariposa Creek. and explore the connection between native landscapes and community health outcomes.

COMMUNITY PROGRAMMING





Music on the Green

Free, summer music concerts series every Friday and Saturday night at the Mariposa County Art Park. This series features folk, bluegrass, rock, jazz, reggae, county, world, electronic musicians and bands hailing from the Sierra Nevada, Central Valley and Bay Area, bringing together both local and visiting concert goers of all ages.

> *“I believe music is a lifeblood — as important as friends, family and nature — feeding our souls, bringing joy and evoking so many emotions and memories. Music is deeply personal, universally communal and serves as a great convener, as evidenced by the Music on the Green program.”*
>
> - Music on the Green Sponsor, 2022

GRANT PROGRAM







The Mariposa County Arts Council's Art + Community grant program, funded by the County of Mariposa, supports artists and grassroots organizations using art projects and cultural programming to achieve community goals or to serve, uplift and represent underserved populations in Mariposa County.

Awarded Projects

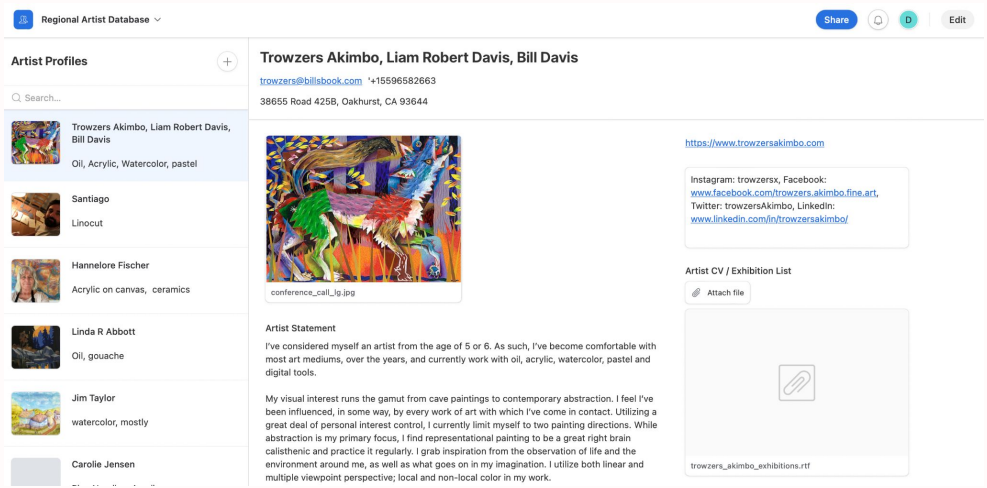
- Community Arts Lectures
- Environmental Film Festival for Youth
- Poetry Literacy and Education
- Indigenous Traditional Arts + Healing
- Community Music Learning

TECHNICAL ASSISTANCE

Supporting Local Artists and Arts Organizations

The Mariposa County Arts Council provides resources and technical assistance for local artists and grassroots organizations such as: a regional artist database; help developing grant applications and proposals; information about financial resources for artists, and hopefully, soon, a new grant program for local organizations and artists doing good work in the community.





POLICY, PLANNING & ADVOCACY

Rural Advancement Institute Educational Tour
Mariposa

CA Arts Education Summit: Small Places and Rural Spaces
Sacramento

State Local Partners Convening
Sacramento

California Arts & Cultural Summit & Arts Advocacy Day
Sacramento

South Arts Creative Placemaking Leadership Summit
Atlanta











I deeply appreciate the Arts Council's ability to thoughtfully see the big community picture and understand how ***arts and culture can be in service*** *to the serious issues facing Mariposa, the larger Central Sierra region and the state. For rural and urban communities struggling with chronic capacity shortages, the Mariposa County Arts Council provides a great example of how scrappy innovation and warm, meaningful collaboration with nontraditional partners can have a big impact.*

Excerpt from letter of support,
Pamela Flick (2023)

CONTACT US

goger@mariposaartscouncil.org
www.mariposaartscouncil.org
(209) 966 - 3155

Instagram: MariposaArts
Facebook: Mariposa Arts Council

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-214

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 18, 2023, the Board of Supervisors approved an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be used to inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sgin the Agreement.

The subsidy was determined by Mercy as needed to maintain their operations with the current level of staffing.

Ambulance service in Mariposa has been provided by Mercy since 1994. They have, at times, required a subsidy to maintain ambulance operations. The last time this was needed was in 2012. Subsidies provided have ranged from $30,000 to $150,000 per year.

Simultaneous to the Board providing direction, the Mountain Counties EMS Agency's Joint Powers Agency Board met and approved an extension of the Mercy contract until June 30, 2024. However, this was without performance standards nor did it provide for a subsidy.

The Board also recently approved an amendment to the Ambulance Ordinance to permit flexibility with ambulance staffing with either paramedics or emergency medical technicians. While this will impact the development of the RFP, in the near term it will have only a slight impact on Mercy's operating costs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to approve this contract. However, not approving this could lead to either the reduction in ambulance services or no ambulance provider. Services may be available through mutual aid at a cost from adjacent jurisdictions. There is a possibility, given the current staffing shortages in the State, that mutual aid resources may not be readily available or may result in longer response times.

FINANCIAL IMPACT

The general fund would be used to provide $300,000 during fiscal year 2024-25. The Assistant County Administrative Officer has indicated she will adjust the budget when balancing adjustments take place.

ATTACHMENTS

1. **AGREEMENT ROUTING SHEET Mercy Transportation #1268 5.21.2024**
2. **Mercy Medical Transportation Agreement for 5.21.2024 BOS Meeting**

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

AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** May 21, 2024

From: Joe Lynch **Agreement with:** Mercy Medical Transportation, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☐ **No** ☒ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Rick Roesch, Owner
(Name of person signing the agreement and their title)

Vendor Email: rick@mercymedtrans.com
(Email of signee)

For: Ambulance Services in the County of Mariposa
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 7/1/2024 to 6/30/2025
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ☒
(If Yes, attach copies of all prior amendments, AS WELL AS THE INITIAL AGREEMENT.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☒ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☒ **BOARD ACTION** M/Traq ID # or Res No.: Civic Clerk #1268 Scheduled Date: 5/21/2024

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☒ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 02-01-23

SUBMITTING INSTRUCTIONS

****NOTE:** ALL agreements must be sent through the Clerk of the Boards Office. If an agreement is not properly routed, Auditor's office will not pay the agreement. The COB is required by law to keep all County agreements.

To route, please email Tracy Gauthier and Katherine Slenders at COBagreements@Mariposacounty.org to procure signatures.

Any Agreement ***not*** for Board approval:

- Combine the routing slip, agreement, COI, and solicitations (if required) into ONE PDF document.
  - If using the **UNCHANGED** County agreement template, proceed with routing to the Clerk of the Board.
  - If using vendor-supplied agreements or MODIFIED County Agreement template:
    1) Email to County Counsel's Office for vetting first (without routing slip.) Steve Dahlem (sdahlem@mariposacounty.org) and Kevin Briggs (kbriggs@mariposacounty.org)
    2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval and a completed routing sheet.

BOARD Items:

- Keep the routing slip and agreement as separate PDF documents
  - **DIGITAL SIGNATURES:** Email a PDF version of the agreement (indicating the pages needing to be signed) and this routing sheet to the Clerk of the Board's Office.
  - **HARD COPIES**: Route agreements with the Minute Traq (MT)printout or sticky note with MT ID and date it will appear before the Board via interoffice mail to Tracy and Katherine in the COB's Office.

AGREEMENT FOR AMBULANCE SERVICES IN MARIPOSA COUNTY

THIS AGREEMENT ("Agreement") 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 Mercy Medical Transportation, Inc., 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, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide ambulance services in the County of Mariposa and tracking of associated performance metrics 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 $300,000 annually 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:
Rick Roesch
Mercy Medical Transportation, Inc.
PO Box 5004
Mariposa, CA 95338-5004

COUNTY:
Kim Ballard
Deputy Director
Public Health Branch
Health and Human Services Agency

County of Mariposa
PO Box 5
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 90 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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Rick Roesch Owner
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:

Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

1. Provide Advanced Life Support and Basic Life Support ambulance services in the County in accordance with the agreement between the Contractor and the Mountain Counties Emergency Medical Services Agency (MCEMSA) originally signed on January 11, 2011 and extended most recently on May 21, 2024 with an expiration date of June 30, 2025.

2. Provide ambulance services in the County in accordance with Chapter 8.52 "Ambulance Service" of the Mariposa County Code.

3. Track performance measures during the contract period using FirstWatch, FirstPass, and Zoll electrocardiograph data. FirstWatch, as a minimum, will be used to track times including 'chute time', 'response time', and 'transport time'. As well, FirstWatch will be used to monitor mutual aid responses both into and out of the County. FirstPass data will be used to validate specific patient care metrics and quality improvement indicators as specified by MCEMSA. Zoll data will be used specifically for data associated with cardiac arrest and ST Elevation Myocardial Infarction (STEMI). All data will be collected as indicated by MCEMSA staff, but as a minimum on a monthly basis. Analysis and reports of data will be performed on a quarterly basis.

4. For the purposes of this agreement, there will be no penalties associated with non-attainment of any of the reported metrics, however, payment of monthly subsidies will be contingent on data collection, analysis, and reporting.

Exhibit B
COST PROPOSAL

1. The Contractor will invoice on a monthly basis for a monthly subsidy of $25,000 starting with the month of July 2024. The County will issue payment within 10 business days of receipt of the invoice. The County may hold payment if items specified within Exhibit A, Scope of Work have not been completed.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 21, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Discussion and Possible Direction Regarding a Request for Forgiveness for the Microenterprise Loan to the Lemon Drop

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding a Request for Forgiveness for the Microenterprise Loan to the Lemon Drop.

The Microenterprise and Business Assistance Grant & Loan programs provided six loans to local businesses between 2022 and 2024. The programs, which are funded through California Housing & Community Development's Community Development Block Grants (CDBG), are designed to stimulate economic growth and create new private enterprise and jobs that will improve the economic conditions of residents in the community.

In total, $550,000 was loaned at 2% interest, in alignment with the program guidelines. The loans, which ranged from $50,000 to $250,000 were awarded to Mountain Fitness, Where the Wild Things Play, the Local Grape/Vines & Vittles (DBA Little Shop of Ramen), Dixon's Fixins, Mountain Meadow Farms, and the Lemon Drop. Program income from monthly payments is set aside and can be accessed for additional CDBG projects that promote decent housing and expand economic opportunities for low- and moderate-income persons.

In the loan documents, signed by the County and the loan recipient, the following language was included: "The lender will review loan for possible forgiveness after one full year of payments." The owner of the Lemon Drop, Sarah Garcia, has completed one full year of payments and has requested that the Board consider her loan for forgiveness. The Lemon Drop received a $50,000 loan and entered into a ten-year loan agreement with the County in March 2023. With 2% interest, the total payoff amount is $55,222.

The Board of Supervisors could consider the following options in response to this forgiveness request:
(1) No action. County will not forgive the loan.
(2) County will forgive the remainder of the loan (totaling approximately $49,000 with interest)
(3) County will decide whether to forgive the loan based on information provided by the borrower in a presentation related to the viability of the business and the impact of the funds
(4) County will forgive some portion of the loan after regular payoff up to X amount (e.g. County will forgive the final $10,000 of the loan after regular monthly payments).

County staff seek the Board's direction on how to proceed with the Lemon Drop's request.

BACKGROUND AND HISTORY OF BOARD ACTIONS

December 20, 2022 - The Board of Supervisors approved a Microenterprise loan for the Lemon Drop in the amount of $50,000 at a 2% interest rate for a 10-year term with possible loan forgiveness after one year of payments.

November 8, 2022 - The Board of Supervisors discussed the options for Lemon Drop's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this forgiveness request is not discussed, the County would not be honoring the terms of the loan agreement with the Lemon Drop.

FINANCIAL IMPACT

Forgiveness of this loan after after one year of payments would reduce CDBG program income by approximately $49,000. Program income can be accessed for future CDBG projects in Mariposa County that promote decent housing and expand economic opportunities, principally for low- and moderate-income persons.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-215

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Adopt the Local Rules for the Board of Supervisors sitting as the Board of Equalization of Mariposa County, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Adopt the Local Rules for the Board of Supervisors sitting as the Board of Equalization of Mariposa County, Effective Immediately

On February 20th, 2024, the Board of Supervisors sitting at the Board of Equalization of Mariposa County directed staff to bring forward rules for adoption to include pre-hearing conference procedures.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Under State Board of Equalization Rule 305.2, the County Board of Supervisors may establish a pre-hearing conference procedure. The staff has also included local rules to be followed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the local rules, and there will be no procedure to conduct pre-hearing conferences or rules for staff to follow.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. BOE Rules

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

Clerk of the Board of Supervisors
County of Mariposa, CA

BOARD OF EQUALIZATION
LOCAL RULES & PROCEDURES

Adopted by the
Mariposa County Board of Supervisors on:

Prepared by:
Clerk of the Board of Supervisors
5100 Bullion Street, 2nd Floor
PO Box 784
Mariposa, CA 95338
(209) 966-3222
www.mariposacounty.org/cob

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Introduction

Under the California Constitution, the Board of Supervisors for each county also serves as the local Board of Equalization unless it has delegated authority, pursuant to Revenue and Taxation Code Section 1620, to an Assessment Appeals Board. In Mariposa County, the Board of Supervisors rescinded the authority from the Assessment Appeals Board in 2020. The Board of Supervisors sits as the Board of Equalization of Mariposa County.

Basic functions of the Board of Equalization are:

- To adjust individual assessments in order to equalize them and to determine the allocation of value on the local tax assessment roll. The local board of equalization does this by increasing assessments (after giving appropriate notice) or by lowering assessments (after receiving an application).
- To review and adjust penalty assessments or escaped assessments on the local tax assessment roll, with the exception of those escaped assessments made pursuant to Revenue and Taxation Code Section 531.
- To determine the classification of property, including classifications within the general classifications of real property, improvements, and personal property. Such classifications may result in the property being exempt from taxation.

The Board of Equalization hears and decides issues related to property valuation and some legal issues related to property assessment. It acts in a quasi-judicial capacity and may only act based on evidence presented to it.

The Board of Equalization cannot:

- Grant or deny exemptions or consider whether exemptions were improperly denied;
- Raise or lower the entire assessment roll;
- Extend the time for filing applications for equalization;
- Remove or waive penalties for delinquent payment of taxes;
- Reduce an assessment because the property was destroyed, damaged, or depreciated after the lien date of the year in question;
- Change tax rates; or
- Consider a taxpayer's ability to pay when making its determination.

RULE 1 – Assessment Appeals Overview

1A. Property Valuation Process

The value of property is determined by the Assessor and, on that basis, the Treasurer-Tax Collector bills and collects property taxes from property owners. A property owner or other Party Affected who disagrees with assessed value for a property should initially:

- Contact the Assessor's office to obtain additional information about the valuation process and/or provide additional, pertinent information about the property's value
- Request revaluation of the property

If full agreement is not reached with the Assessor, a dissatisfied party may appeal the valuation to the Mariposa County Assessment Appeals Board. The Board hears and resolves disputes about property values in order to ensure the equitable application of property taxes within the County.

1B. State Law

Each and every provision of the California Constitution, the California Revenue and Taxation Code, and Property Tax Rules of the California State Board of Equalization are adopted and incorporated into these Rules. If there is any conflict between these Rules and any California constitutional or statutory provision, the constitutional or statutory provision will supersede and invalidate any conflicting Rule provision.

These Rules describe only the procedures and requirements of the Mariposa County Assessment Appeals Board and may not reflect all of the legal requirements that govern assessment appeals.

1C. Access to Local Rules

These Rules are maintained by the Mariposa County Clerk of the Board of Supervisors who also serves as Clerk of the Assessment Appeals Board.

The Rules can be accessed via the Clerk of the Board's internet site at www.mariposacounty.org/assessmentappeals.

Copies of the Rules are available for review or purchase during regular business hours of the Clerk of the Board of Supervisors (see last page).

1D.
Legal Authority

As stated in Rule 1B, the Board or Hearing Officer, the Assessor and the Applicant follow state statutes and state regulations governing the local equalization process.

- The California Constitution authorizes the creation of one or more county boards for the purpose of equalizing assessments of individual properties and briefly describes their function of equalizing values on the local roll. The Constitution also grants such boards independent decision-making authority.

- The Revenue and Taxation Code implements certain constitutional provisions applicable to assessment appeals and other property tax matters and provides the basic framework of the assessment appeals process.

- The California Code of Regulations includes provisions, commonly referred to as the Property Tax Rules, pertaining to the role and function of Assessment Appeals Boards.

RULE 2 – Definitions

2A. Terms and References

The following terms and references are used in this document:

Term	Meaning
Agent	See Authorized Agent
Appeal	See Assessment Appeal
Applicant	Filer of the Assessment Appeal Application; most references in this document to "Applicant" include the Applicant and/or Authorized Agent or Attorney
Assessed Value	Taxable value of specific property against which the tax rate is applied
Assessment	Valuation of real or personal property by the County Assessor
Assessment Appeal (Appeal)	Process established by California law for the resolution of disputes about property valuation
Assessment Appeal Application (Application)	The form required by state law to be used for the filing of an Assessment Appeal
Assessment Appeals Board (Board)	Three-member board, appointed by the County Board of Supervisors to resolve disputes with the Assessor; most references in this document to "Assessment Appeals Board" or "Board" include Assessment Appeals Hearing Officers
Assessment Appeals Hearing Officer (Hearing Officer)	An Assessment Appeals Board member who is designated by the Clerk to perform routine ministerial actions in place of the Board.
Assessor	The Assessor-Recorder of the County and his/her representatives
Attorney	Individual licensed to practice law in the State of California
Authorized Agent (Agent)	Individual or entity authorized by the Applicant to represent the Applicant in an Assessment Appeal
Base Year Value	Fair market value as of either the 1975 lien date or the date the property was most recently purchased, newly constructed, or last underwent a change in ownership
Board	Assessment Appeals Board
Board of Equalization	State agency responsible for ensuring the uniform and equitable application of property tax assessment practices; the Board of Supervisors serves as the local Board of Equalization and has delegated this function to the Assessment Appeals Board

2A. Terms and References (continued)

Term	Meaning
Board of Supervisors	Five individuals, each elected by designated geographic district, who serve as the County's legislative governing body; appoints individuals to serve on the Assessment Appeals Boards.
Chair	Chairperson for the Assessment Appeals Board
Claim for Refund of Tax Payment	Document filed with the Clerk of the Board seeking refund of taxes paid; Assessment Appeal Application may be designated to serve as a Claim for Refund of Tax Payment
Clerk	Office of Clerk of the Board of Supervisors which also serves as Clerk of the Assessment Appeals Board
Confirmation Form	A form provided by the Clerk with a Notice of Hearing, that the Applicant must complete and return to the Clerk at least 21 days before the scheduled Hearing
Continuance	Assessment Appeals Board determination to delay to a subsequent date the start or presentation of evidence in a Hearing; same as a Postponement
County	County of Mariposa, California
County Legal Advisor	Legal advisor to the Assessment Appeals Board; usually County Counsel or his/her designees
Equalization	Determination by the Assessment Appeals Board of the correct full value for the property that is the subject of the Hearing
Fair Market Value	The amount of cash or its equivalent that property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of the exigencies of the other, and both the buyer and the seller have knowledge of all of the uses and purposes to which the property is adapted and for which it is capable of being used, and of the enforceable restrictions upon those uses and Purposes
Findings of Fact (Findings)	Written summary explaining the facts and evidence relied upon by the Assessment Appeals Board in reaching a decision; prepared by the County Legal Advisor and available upon payment of required deposit and/or fee; necessary in case of judicial (court) review of an Assessment Appeals Board decision
Hearing	Scheduled session before the Assessment Appeals Board where testimony, evidence and argument may be presented by the Applicant and Assessor
Hearing Officer	See Assessment Appeals Hearing Officer
Lien Date	Time when taxes for any fiscal year become a lien on the property (12:01 a.m. on January 1 of each year)

2A. Terms and References (continued)

Term	Meaning
Party	Includes Applicant and/or representative and the Assessor and/or representative
Party Affected	Person or entity having a direct economic interest in the payment of property taxes on the property for the Valuation Date that is the subject of the Appeal
Postponement	Same as a Continuance
Raise Letter	Written notice given 10 days or more in advance that the Assessor will ask the Board to increase a property's assessment roll value(s) at the Hearing, under Board of Equalization Property Tax Rule 313(f)
Reinstatement	A decision by the Board to restore an Application to active status, based on a timely request and evidence that the Applicant had good cause for failing to attend a previous Hearing
Supplemental Assessment	The difference between a new base year value established for a change in ownership or completion of new construction (the "event") and the taxable value on the assessment roll. Depending on the time of year in which the event occurs, either one or two supplemental assessments may be generated for that event: one for the current roll (prorated for the portion of the year remaining after the event date), and one for the roll being prepared (for events that occur between January 1 and May 31)
Treasurer - Tax Collector (Tax Collector)	The Treasurer - Tax Collector – County Clerk of the County and his/her representatives
Valuation Date	The specific date for which the property's value is being determined by the Assessment Appeals Board (not always the same as the Lien Date)
Waiver of Appearance	A request from the Applicant, made by submitting a complete Confirmation Form, at least 21 days before the scheduled Hearing, authorizing the Hearing to proceed in the Applicant's absence

RULE 3 – Local Board of Equalization and Hearing Officers

3A. Board Members	The Mariposa County Board of Supervisors is also the Mariposa County Local Board of Equalization. Occasionally, the clerk may assign each Member to serve as an Assessment Appeals Hearing Officer.
3B. Panel Size and Votes	Under state law, the county board of equalization comprises the members of the county board of supervisors; However, the two boards are distinct constitutional bodies and act in different capacities. The term of a local board member is the same as their supervisorial term. Only elected county supervisors may sit and vote as a local board of equalization. When a board member leaves office, they relinquish their duties as the local board of equalization members.
3C. Board Chair	The Board of Equalization Chair should be the Chair of the Board of Supervisors. In the Chair's absence, the remaining members present shall select a Chair Pro Tempore to preside over that meeting.
3D. Assessment Appeals Hearing Officers	In order to enhance the appeals process, the local Board of Equalization members may be designated by the Clerk to serve as Assessment Appeals Hearing Officers to review and act upon stipulated agreements of value between the Assessor and the Applicant.
3E. Conflicts	In the event that all local Board of Equalization members have a conflict regarding an appeal, the Clerk is authorized to take whatever actions are necessary to transfer the Appeal to another county. Any new fees resulting from, or associated with, the transfer are the responsibility of the Applicant.
3F. Decisions Final and Binding	Decisions of the local Board of Equalization are final and binding on the Parties. Such decisions may or may not be subject to challenge in the courts, depending on the particular circumstances of each case.

RULE 4 – Assessment Appeal Application

4A. Filing of Application

To be accepted for filing, the Assessment Appeal Application form must:

- *Be **complete*** and submitted on the currently approved form, available from the Clerk of the Board (www.mariposacounty.org/assessmentappeals)
- Be filed by the owner, Authorized Agent, or other Party Affected
- Be received by the **Clerk of the Board** within the prescribed timelines (See Rule 4F for tests of timeliness)
- Include **original signature(s)** (copies, electronic and/or facsimile filings cannot be accepted)

4B. Complete Application

Specific instructions for each information element are available on the "Information and Instructions for Assessment Appeal Application" form which accompanies the Application form.

In order to be accepted as complete, the Application must contain all the following information:

- Section 1: Applicant's Name and Mailing Address.
  *(Agent's address **may not** be substituted for that of the Applicant)*
- Section 2: Agent's/Attorney's Name and Agent's Authorization.
  *(Required **only** if Applicant is being represented by an Agent or Attorney)*
- Section 3: Property Identification Information.
  (Sufficient description of the property to identify it on the assessment roll)
- Section 4: Value.
  *(**Must** include Applicant's opinion of value in Column B.)*
- Section 5: Type of Assessment Being Appealed.
- Section 6: Reason for Filing (Facts)
- Section 7: Written Findings of Facts (select one)
- Section 8: Designation of Claim for Refund (select one)
- Certification/Signature (original signatures required)

The completed Application, along with any additional documentation, must be received by the Clerk within the prescribed timeline.

Following review by the Clerk, Applications that include all required information will be accepted as complete and filed, and the Clerk will send a letter to the Applicant (and Agent or Attorney, if applicable) so stating.

4C. Incomplete Application

Following review by the Clerk, applications that do not include all required information (See Rule 4A) will be deemed incomplete and will not be accepted. In the case of incomplete filing, the Clerk will send a letter to the Applicant (or Agent/Attorney, if applicable):

- Advising that the Application is incomplete;
- Outlining the information required to complete the Application; and
- Setting a deadline thirty days out for the return of the missing information.

If the required information, including any fees, is not received within the time specified, the Application will automatically be denied without Board action. The Clerk will send a letter to the appropriate parties to so advise.

4D. Filing by an Attorney

If the Application is made by an Attorney who has been retained and authorized by the Applicant to file the Application, Section 2 of the Application must include the Attorney's contact information. In addition, the "Certification" section of the Application must have the "Attorney" box checked and include the Attorney's name, signature, date, location of signing, and State Bar Number.

4E. Filing by an Agent

If the Application is made by an Agent authorized by the Applicant to file the Application, Section 2 of the Application must include the Agent's contact information and the "Agent's Authorization" section (or attachment) must be complete including the date of authorization and the **original** signature and title of the Applicant. In addition, the "Certification" section of the Application must have the "Agent" box checked and include the Agent's name, signature, title, date and location of signing.

Note: An Agent's address may not be substituted for that of the Applicant. Applications submitted without the Applicant's address as required in Section 1 will be considered incomplete (See Rule 4C).

An "Agent Authorization Form for Assessment Appeals" is available on the Clerk of the Board's internet site.

4F. Timeliness

To be considered valid, an application must be filed with the Clerk during the appropriate filing period as prescribed by Revenue and Taxation Code Section 1603, which can be found online at www.mariposacounty.org/assessmentappeals.

- An Application filed by personal delivery must be received at the Clerk's office no later than 5:00 PM of the last day of the appropriate filing period.
- An Application filed by mail that has the postage prepaid, is properly addressed, and bears a postmark from a U.S. Post Office with a date no later than the last day of the filing period shall be deemed to have been filed timely. If the U.S. Post Office postmark date is later than the last day of the filing period, the Clerk may nevertheless find that the application was filed timely if satisfactory proof, such as a certificate of mailing from the U.S. Post Office or tracking report is presented to show that the Application was placed under the control of the carrier within the filing period. *Note: A postmark from a private business postage meter machine does not constitute a U.S. Post Office postmark date for purposes of this section.*
- An Application filed by mail that bears both a private business postage meter postmark date AND a U.S. Post Office postmark date will be deemed to have been filed as of the date on the U.S. Post Office postmark date, even if the private business postage meter date is the earlier of the two postmark dates.
- An Application filed by mail that bears only a private business postage meter postmark date will be deemed to have been filed as of the date that it is placed under the control of the U.S. Postal Service or other commercial carrier, as evidenced by official records or tracking reports produced by the carrier.
- If November 30 falls on Saturday, Sunday, or a legal holiday, an Application that is properly mailed and postmarked (as detailed above) shall be deemed to have been filed within the filing period beginning July 2 and continuing through and including November 30. If, on the dates specified in this paragraph, the County's offices are closed for business prior to 5:00 PM or for that entire day, that day shall be considered a legal holiday for purposes of this paragraph.

The Clerk shall deny as untimely any Application which does not show by postmark date or other objective criteria as indicated above that it was filed or mailed within the prescribed timeframes. If an Application is untimely, the Clerk will provide written notification to the Applicant that the Application is being denied due to untimely filing.

Note: The Clerk cannot accept a letter indicating intent to file as a timely filing, nor can faxed or emailed Applications be accepted.

4G. Withdrawal

An Appeal may be withdrawn at any time prior to, or at the time of, the Hearing upon submission of an Assessment Appeal Withdrawal Form (BOE-305-WD available on the Clerk of the Board's website) signed by the Applicant or the Authorized Agent, unless the Assessor has given the Applicant a written notice of an intention to recommend an increase in the assessed value of the property. The Assessor's Notice must be given at least 10 days prior to the hearing, and a copy of the notice must be filed with the Clerk. If the Notice has been timely given and filed, withdrawal of the Application may be affected only with the consent of the Assessor.

- Withdrawal forms will be accepted by email and facsimile transmission and are effective as of the date of execution.
- If the Assessor has not given notice of an intention to recommend an increase, the Clerk is authorized to accept the withdrawal without Board action, close the appeal, and so notify the Applicant or his/her Authorized Agent.
- Withdrawals are final and will conclude any further action on the appeal. No conditional withdrawals will be accepted.

4H. Consolidated Applications

Multiple Applications presenting the same or substantially related issues may be consolidated for Hearing.

4I. Contact Information

Applicants, Authorized Agents and other Parties to an Appeal must provide and maintain accurate mailing address and other contact information on file with the Clerk. Failure to do so does not waive or negate any state or local requirement, rule, regulation, or provision.

RULE 5 – Preparing for Hearing

5A. Notice of Hearing

At least 45 days prior to the Hearing, the Clerk will notify the Applicant or the Agent/Attorney (if applicable) by US mail and the Assessor of the date, time, and place scheduled for Hearing of each Appeal.

5B. Confirmation of Hearing

The Clerk is to include a Confirmation Form with the Notice of Hearing letter.

- *In order to be eligible for a Hearing on the merits of the Application at the scheduled Hearing, the Applicant MUST complete the Form and return it to the Clerk's office by hand-delivery, fax, email, or postmarked no later than 21 days prior to the scheduled Hearing date.*

If the Applicant fails to complete and return the Form on a timely basis, the Assessor's office may not have time to prepare its case for presentation on the scheduled Hearing date. The Board will determine whether there is good cause for a postponement (if the Applicant attends) or will deny the Application for non-appearance (if the Applicant does not attend).

The Confirmation Form gives the Applicant the opportunity to request a Waiver of Appearance. If the Applicant requests such a Waiver, the Applicant's Hearing documentation must be submitted to the Clerk's office at least 10 days prior to the Hearing.

The Confirmation Form also affords the Applicant an avenue to withdraw the Application and terminate the Appeal, or to make a one-time-only request for an automatic Postponement of a scheduled Hearing, or to request a Postponement for good cause. Requests for Postponement are explained in further detail in the next section.

5C. Request for Postponement

Each Party to the Appeal is entitled to make a one-time-only request for an automatic Postponement of a scheduled Hearing. Except for the Assessor, any such request must be made by completing and returning the Confirmation Form at least 21 days prior to the scheduled Hearing.

As a condition of any request for Postponement by an Applicant, the Applicant must agree in writing to extend the two-year limitation period.

Any Postponement requests by an Applicant that is hand-delivered, faxed, emailed, or postmarked less than 21 days prior to a scheduled Hearing date, as well as any request for a non-automatic Postponement, shall be granted only upon a showing of good cause. The request will be presented to the Board on the scheduled Hearing date. The Board will consider the request and take action to approve or deny.

5D. Subpoenas

The Clerk may issue a subpoena after receiving approval, verbal or otherwise, from the Board Chair.

5E. Pre-Hearing Conference

A Pre-Hearing Conference can be requested in writing by the Applicant, the Applicant agent, the County Assessor, Or at the request of the Board of Equalization. If the request is made by the applicant/applicant's agent, the applicant shall be required to execute a Section 1604(c) waiver agreement, indefinitely extending the two (2) year statutory deadline if one has not already been submitted. The Assessor may not request, and the Board shall not order a pre-hearing conference if the application is within 120 days of the expiration of the statutory Section 1604(c) deadline unless the applicant has on file with the Clerk an executed Section 1604(c) waiver agreement.

The written request for the pre-hearing conference shall set forth the reasons for the conference, the issues to be addressed, and the estimated length of the conference. The Clerk of the Board will forward the request via email to the other party upon filing of the request. The other party will have 15 days from the date of the request being received to submit it's own request identifying the reasons for it, any additional issues, and estimated time for the conference.

The Clerk of the Board will set the pre-hearing conference date and will notify the required parties by mailing a "Notice of Pre-Hearing Conference" with the date and time no later than 30 days from the scheduled pre-hearing and the notice shall contain the written request for pre-hearing. The notice period can be shortened with a stipulated agreement either orally or in writing by the assessor, applicant, and/or applicant agent to the Clerk of the Board. Once a conference date is set, no other issues may be raised at the conference unless all parties agree at the conference, orally or in writing, to additional specific discussion.

At the Pre-Hearing Conference, the Board of Equalization is to help resolve issues such as, but not limited too:

- Clarifying or defining the issues;
- Application Validity;
- Resolution of noncontroversial factual or valuation issues;
- Determining the status of exchange of information requests and requests for information. *(NOTE: the Board cannot deny the application solely because the applicant has not responded to a request for information made under Revenue and Taxation Code 441(d).);*
- Stipulating matters on which an agreement has been reached.
- Combining applications into one single hearing;
- Bifurcating the hearing issues;
- Scheduling a date for the hearing officer or the board to consider evidence on the merits of the application;
- Calendaring of the full hearing on the issues.

Written material to be presented at the pre-hearing conference shall be submitted to the opposing party, and seven (7) copies to the Clerk no later than 15 days before the scheduled meeting.

The Board may request either party or both parties to prepare a proposed order to memorialize the Board's pre-hearing conference ruling. The proposed order shall be submitted to the opposing party and Seven (7) copies to the Clerk within

Ten (10) days of the Board's request. Within 15 days thereafter, the Board shall issue a final written conference order to the parties.

5F. Documents and Evidence

The Parties will provide pre-marked copies of all documents being introduced as evidence at the Hearing.

For Hearings before the local Board of Equalization, seven (7) sets of documents are required.

If either Party fails to bring the required number of copies, the Clerk of the Board or staff will direct the Party to have additional copies made prior to the start of the Hearing.

The Applicant shall label documents for presentation at the Hearing as "Applicant's Exhibit" and serially mark the documents with numerals (1, 2, 3, etc.) to reflect the order of presentation.

The Assessor shall label documents for presentation at the Hearing as "Assessor's Exhibit" and serially mark the documents with letters (A, B, C, etc.) to reflect the order of presentation.

5G. Comparison Sales

If the evidence includes data on sales of comparable properties ("comps"), the data will be rejected unless the sales **closed** within a certain time frame.

For regular, decline in value appeals, the valuation date of the property is January 1 **of the year the Appeal is filed**. The sales dates of any comps presented should be before January 1, or no later than April 1 of the year filed (March 31 in leap years). For example, if the Applicant filed a regular, decline in value appeal in 2012, the sales dates of the comps could be from prior to January 1 of 2012, but must be no later than March 31 of 2012.

If the valuation date is other than January 1, the sales dates of the comps could be before the valuation date, but must be no later than the 90th calendar day afterwards. For example, if a transfer of ownership took place on February 15, 2010, sales dates of the comps may be any time before that date, but no more than 90 days after.

Parties should be prepared to answer questions about the comps and should include a map showing the comps in relation to the property being appealed.

5H. Recordings and Transcripts

Local Board of Equalization Hearings are generally public meetings. The meetings are audio recorded and are available online at the County's meeting website at www.mariposacounty.org/bosagendas. *(continued to the next page)*

Upon request of either Party, the Board will exclude the public from that portion of

a Hearing related to trade secrets as defined by Civil Code § 3426.1(d). Such request must be submitted in writing to the Clerk, prior to the date of Hearing, and declare under penalty of perjury that the evidence to be presented relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets.

The declaration shall also state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the Hearing is closed, and evidence presented during that time will be recorded separately and treated as confidential unless otherwise agreed by the Party to whom it relates. The record of Hearing shall clearly indicate that a trade secrets presentation is included.

The Applicant may, at the Applicant's own expense, transcribe the meeting record; however, only the Clerk can certify a transcript of the Hearing as accurate and complete.

At the conclusion of the evidentiary portion of the Hearing, the Board may deliberate in private in reaching a decision. Board deliberations are not public and will not be recorded.

5I.
Findings of Fact

Findings of Fact is a document prepared by the County Legal Advisor *after* the Hearing which summarizes the facts and evidence presented at the Hearing, and which sets forth the conclusions reached by the Board. Findings of Fact are necessary for judicial review of the decision.

An Applicant or Agent may request Findings by checking the appropriate box on the Application, or by submitting a separate written request for Findings to the Clerk. The Applicant or Agent must confirm the request for Findings with the Clerk on the scheduled Hearing date prior to the commencement of the Hearing. Parties requesting Findings must pay a deposit equal to two hours of County Legal Advisor's time charged against his/her prevailing rate. *(Note that besides the initial deposit, the Findings of Fact final cost may include actual costs for transcription services plus attorney preparation fees.)*

- If County Legal Advisor's time to prepare the Findings is in excess of two hours, the requesting party will incur additional cost based on the actual number of hours spent.
- If County Legal Advisor's time to prepare Findings is less than two hours, a refund of the unused amount will be processed by the Clerk.

Completed Findings will not be released until all fees have been paid. The requesting Party may abandon the request and waive the Findings upon receiving oral notification of the decision at the end of the Hearing.

Note: Parties to a Hearing are always notified of the decision in their case in accordance with Rule 6J below and need not make any special request to receive such notification.

RULE 6 – Assessment Appeal Hearing

6A. Hearing Protocols

The Board has the authority and discretion to determine points of law, admissibility of evidence and other issues relative to the Hearing.

Hearings are not conducted according to courtroom rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.

The Board may act only upon the basis of evidence properly admitted into the record. Board members may not act or decide an Application based upon consideration of prior knowledge of the subject property, information presented outside of the Hearing, or personal research.

In order to avoid the potential of a conflict, Board members should refrain from communicating with any Applicant who has an Appeal pending outside of the regularly constituted Hearing on the matter.

No Board member shall discuss any Application or prospective Application at times other than the Hearings or deliberations.

6B. Hearing Schedule

Pursuant to Revenue and Taxation Code Section 1604(a)(2), the local board of equalization shall meet, annually, on the third Monday of July for the purpose of equalizing the assessment of property on the local roll. It shall continue to meet for that purpose, from time to time, until the business of equalization is disposed of.

Properly noticed and scheduled Hearings conducted by a Hearing Officer are also deemed to meet this requirement.

6C. Role of Appeals Board or Hearing Officer

The Chair of the local board of equalization or the Assessment Appeals Hearing Officer will call the meeting to order. The Chair or Hearing Officer shall exercise such control over the Hearings as is reasonable and necessary, and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Parties may be required to attend non-evidentiary status Hearings, which shall be limited to identifying contested issues, encouraging discussion and cooperation between the Parties, determining the amount of time necessary to present evidence, and other preliminary matters.

Hearing Officers will be limited to review and possible acceptance of stipulated agreements of value between the Assessor and the Applicant. If a Hearing Officer does not agree with the value as stipulated, the Hearing Officer may refuse the agreement. In such a case, the matter will be rescheduled for a full hearing at a later date before the local board of equalization.

6D. Swearing of Witnesses

All testimony is taken under oath or affirmation. The Clerk will administer the oath to the Applicants and/or their representatives, Assessor and any other persons assembled to be called as witnesses.

6E. Calling of Cases

Cases may be called by the Clerk or by the Chair or Hearing Officer, at the discretion of the Chair or Hearing Officer. Cases will be called by reciting the

(continued next page

6E. cont'd.

agenda item number, Applicant's name, and Appeal case number. Parties to that matter are then invited to come forward. Cases may be called out of order to accommodate requests by parties or their representatives.

6F. Failure to Appear

If the Applicant is not present for a scheduled Board Hearing, the Board shall determine from the Clerk whether the Applicant was properly notified of the time and place of Hearing. If notice was properly given and no timely written request for Postponement has been received, the Application shall be denied for lack of appearance and the Clerk will provide notice of denial to the Applicant. If notice was not properly given, the Hearing will be rescheduled to a later date and the Clerk will provide proper notice to the Applicant and the Assessor.

6G. Request for Reinstatement

Not later than 30 days after the Clerk has mailed notice of the Board's decision to deny an Application for non-appearance, the Party may file with the Clerk (by hand-delivery, fax, email, or postmark) a written request for Reinstatement. The request must state the facts demonstrating good cause for why the Application should be reinstated, must reference the Appeal case number(s), and must be signed by the Party. A "Request for Reinstatement of Assessment Appeal" form is available on the Clerk of the Board internet site.

The matter will be set for Hearing *solely on the question of excuse for non-appearance*. If the Board finds good cause for the lack of appearance, the request for Reinstatement will be granted and the Application will be rescheduled for Hearing.

6H. Order of Proceedings

For Applications where the Applicant has the burden of proof, the Applicant will first present testimony and other evidence without interruption from the opposing party. At the conclusion of the presentation, the Assessor will have the opportunity to ask questions and cross-examine witnesses, after which the process will be repeated in the same manner for the Assessor. For Applications where the Assessor has the burden of proof, the order of proceedings is reversed. The Party with the burden of proof will have the opportunity to present rebuttal evidence. The other Party will have the opportunity to present rebuttal evidence as part of its main presentation.

After all evidence has been presented, the Parties will be allowed to present arguments, including summaries of their cases. The Party with the burden of proof will have the right to open and close the argument.

The exact time required for presentations cannot be predicted. However, in general, the presentation of evidence and testimony for a regular (decline in value) Appeal for an owner-occupied single family residence would not normally exceed 15 minutes. Presentation of evidence and testimony for simple business properties would not normally exceed 30 minutes. It is in the best interest of the Party to be as concise as possible when presenting documentation and evidence. Redundant testimony should be avoided and facts of the matter presented.

In all cases, the Board reserves the right to ask questions, change the order of proceedings, determine points of law and admissibility of evidence and/or determine

appropriate time limits for the presentation of evidence and testimony.

6I. Deliberation

At the conclusion of the Hearing, the Board may leave the Hearing room in order to consider and discuss the evidence presented. Deliberations are conducted in private, are confidential, are not recorded, and may be conducted remotely by electronic means. In some cases the Board may be unable to complete deliberations on the day of the Hearing.

6J. Decisions

Following deliberations, the Board (upon a motion being made and a vote taken), or a Hearing Officer, will render a decision.

The Clerk will provide written notification of the decision to all Parties. No special request is required to receive this notification. Notification of decision is not the same as Findings of Fact (see Rule 5H above for additional information about Findings of Fact).

Typical Board decisions include, but are not limited to:

- Value on Roll Upheld: The Applicant's Appeal is denied and the Assessor's valuation of the property is upheld. No adjustments are made to the tax roll.
- Value on Roll Changed: The value of the property is determined to be different from the Assessor's valuation, which may or may not be the Applicant's opinion of value. The property value is changed on the tax roll and, if applicable, a refund of excess taxes paid is processed.

Typical Hearing Officer decisions include, but are not limited to:

- Stipulation accepted *(No further action is taken and the case is closed.)*
- Stipulation refused *(The matter is re-scheduled to a latter date before the Board.)*

The decision of the local board of equalization or Hearing Officer is final and binding on all Parties. The Board will not rehear or reconsider an Application or modify a decision, except as provided under Request for Reinstatement (see Rule 6G above) or to correct a ministerial clerical error.

6K. Retention of Records

The local board or equalization (assessment appeals) records, including Applications and related documents, will be retained and destroyed in accordance with the Board Approved Records Retention Schedule for the Clerk of the Board's office.

End of Rules

Please direct questions or requests for assistance or additional information to:

Board of Equalization – Mariposa County
Mariposa County Clerk of the Board of Supervisors
5100 Bullion Street, 2nd Floor
PO Box 784
Mariposa, CA 95338
www.mariposacounty.org/assessmentappeals
(209) 966-3222 Fax (209) 966-5147
Email: cob@mariposacounty.org

Property Valuations
Mariposa County Assessor-Recorder
4982 10th Street
PO Box 35
Mariposa, CA 95338
www.mariposacounty.org/assessor
(209) 966-2332

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Consider the Motion of the Mariposa County Clerk of the Board directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC, to Set the Pre-Hearing Conference Date

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RECOMMENDATION AND JUSTIFICATION

Consider the Motion of the Mariposa County Clerk of the Board directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC, to Set the Pre-Hearing Conference Date

Dates to be considered:
- Tuesday, September 17th, 2024 - time certain after the regular Board of Supervisors Meeting.
- Wednesday, September 18th

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 20th, 2024, the Board of Supervisors, sitting at the Board of Equalization of Mariposa County, directed the Clerk of the Board to come back with procedures (set to be adopted in the regular agenda) and then pre-hearing conference dates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not set, and the Board of Equalization will need to direct staff of how they would like to move forward.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9: Number of cases to be discussed: 1

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9: Number of cases to be discussed: 1

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] 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

1. BOP Claim

C 23-23

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF BOP, A Joint Venture
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
NOV 30 2023
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: BOP, A Joint Venture
Whose address is: 2901 Douglas Blvd., Suite 300
City and State: Roseville, California Zip: 95661
Contact Phone: (916) 251-5500 Email: lowaidat@odinconstruction.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ exceeds $10k/unlimited civil case.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☐ Personal Injury
- ☒ Contract
- ☐ Other *(Please List)*

which occurred on February 22 (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

County of Mariposa
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

See addendum.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

See addendum.

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

See addendum.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $_____

Loss of earnings $_____

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

Breach of Contract $ exceeds $10k/unlimited civil case

_____ $_____

Other damages (ITEMIZE)

_____ $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: $ exceeds $10k/unlimited civil case

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $TBD

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $ exceeds $10k/unlimited civil case

All notices or other communications with regard to this claim should be sent to claimant at:

Wilke Fleury LLP, Attn: Islam Ahmad, 621 Capitol Mall, Suite 900, Sacramento, CA 95814

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***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.*

Dated: 11/29/2023 Signed _____ _____

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

County of Mariposa Claim Form
Claim for Personal Injury AND/OR Property Damage

ADDENDUM – CLAIM BY BOP, A JOINT VENTURE
DATE: November 27, 2023

I. CLAIMANT INFORMATION

Claimant BOP, A Joint Venture ("BOP") submits this claim against Mariposa County (the "County") and its employees. BOP is a joint venture between JW Bamford, Inc., Odin Construction Solutions, LLC, fka Odin Construction Solutions, Inc., and P31 Enterprises, Inc., with its principal place of business in the State of California. BOP is qualified and authorized to transact business in the State of California and has continuously met all regulatory and licensing requirements necessary to perform the work described. It was duly licensed as a contractor during the performance of the acts or contracts that are the subject of this action.

II. SUPPORTING EXHIBITS

In support of its claim against the County, BOP submits the following exhibits:

A. Exhibit 1: Request for Proposal

B. Exhibit 2: Addendum No. 1 to Request for Proposal

C. Exhibit 3: Agreement for Oak Fire Disaster Debris and Hazard Tree Removal Services

D. Exhibit 4: Scope of Work

III. FACTS AND CIRCUMSTANCES GIVING RISE TO THE CLAIM

The "Oak Fire" was a tragic wildfire that burned in Mariposa County in July and August of 2022. It destroyed 127 properties and left behind about 4,500 hazard trees. Mariposa County responded by implementing the "Consolidated Debris Removal Program" (the "Program"), a program it devised for the removal of structural debris material and hazard trees. To that end, the County issued a Request for Proposals (the "RFP") on September 8, 2022. A true and correct copy

of the RFP is attached hereto as Exhibit 1. On September 22, 2022, the County amended the RFP with "ADDENDUM #1" (the "Addendum"). A true and correct copy of the Addendum is attached hereto as Exhibit 2. BOP submitted a bid and was awarded the work by the County.

On or about October 6, 2022, BOP and County of Mariposa entered into a written contract entitled "Agreement for Oak Fire Disaster Debris and Hazard Tree Removal Services" (the "Contract") pursuant to which BOP was to carry out "disaster debris and hazard tree removal services on parcels affected by the 2022 Oak Fire" (the "Work"). A true and correct copy of the Contract is attached hereto as Exhibit 3. The parties agreed that if an action was brought to enforce the Contract, the prevailing party would be entitled to reimbursement for all expenses incurred, including attorney's fees. The Contract incorporated the RFP and Addendum.

According to the "Scope of Work," a true and correct copy of which is attached hereto as Exhibit 4, BOP's Work involved three main functions: 1) structural debris removal; 2) hazard tree removal; and 3) support tasks. This claim concerns the first function – removal of disaster debris from residential parcels in the Program. For this function, BOP was required to "remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically." (Exhibit 4, pg. 12.)

Under the RFP, the County classified the parcels as either commercial or residential, based on certain criteria. (Exhibit 1, pg. 33.) Originally, the RFP defined a parcel as commercial if it met at least one of two conditions:

1. Associated with a business enterprise licensed by the California Secretary of State (or other government entity, as determined by the IMT) or a nonprofit organization

recognized by the State of California's Franchise Tax Board (or other government entity, as determined by the IMT, with verification through the California Department of Justice as necessary); or

2. Where business or nonprofit activities were actively being conducted at the time of the fire, which destroyed the structure.

(Exhibit 1, pg. 33.) The commercial classification was significant because it altered how a contractor would be compensated for debris removal work. Under the Contact, compensation was set at $33,300 *per parcel* for debris removal on residential parcels, and at $500 *per ton* for debris removal on commercial parcels. This payment scheme – i.e., a per parcel rate for residential and per ton rate for commercial – acknowledged the increased workload and expense for a contractor removing debris on a commercial parcel. Generally, a commercial parcel will have significantly more debris than a residential parcel. Further, because the amount of debris on commercial parcels can vary significantly from parcel to parcel, the per ton payment method protects the contractor against the unforeseen and unpredictable expenses associated with debris removal at commercial parcels.

To further protect prospective contractors, in the Addendum, the County added a third criterion for classifying a property as commercial. Under this third criterion, parcels with inordinately high debris tonnage would be re-classified as commercial, regardless of whether they satisfied the other two criteria. (Exhibit 2, pg. 4.) In establishing this third category of commercial parcels, the County identified five exemplar properties. The County identified and classified these five exemplar parcels (the "High Tonnage Parcels") as "commercial" because of their apparent high quantity of debris. The County determined that each of the High Tonnage Parcels had enough debris to qualify them as commercial and that it would be unfair to pay the prospective contractor

a per parcel rate for these parcels, rather than the per ton rate. To clarify the County's intent, the Addendum stated that "[t]he following ***properties will be regarded as commercial due to their high tonnage***: 4895 Carstens Road, 6108 Carter Road, 6118 Plumber Creek Road, 6132 Carter Road, and 5807 Darrah Road." (Exhibit 2, pg. 4 (emphasis added).)

The County added the high tonnage criterion to address a concern that certain parcels would have a significantly larger amount of debris than other similarly situated parcels. The County apparently recognized that it would be unreasonable for a contractor to perform debris removal work on such outliers and yet be compensated the same amount as for a parcel with a small fraction of the debris. The County chose the five properties as examples of "high tonnage" parcels that would be compensated at the commercial per ton rate. As the County explained, those parcels, although residential in nature, would be deemed commercial "due to their high tonnage." Based on the new language in the Addendum, as other high tonnage residential parcels were discovered with similar debris quantities, they too would be re-classified as commercial and paid according to the commercial per ton rate.

Based on the RFP and Addendum, BOP reasonably believed and understood when it submitted its bid, and later entered into the Contract, that the County would exercise its discretion in a reasonable, consistent, and just manner, and would classify as commercial all parcels with at least as much debris as the High Tonnage Parcels. BOP also reasonably believed that it would be compensated at the commercial rate for debris removed from parcels with at least as much debris as any of the High Tonnage Parcels.

BOP fully and sufficiently completed the Work in accordance with the Contract. It removed debris from the High Tonnage Parcels, which, as the table below shows, each had at least 477.38 tons of debris removed:

Table 1 - High Tonnage Parcels

No.	Parcel Address	Debris Removed (tons)
1.	4895 Carstens Road	2,174.71
2.	6118 Plumber Creek Road	2,157.10
3.	5807 Darrah Road	1,373.02
4.	6108 Carter Road	1,021.19
5.	6132 Carter Road	477.38
	Total	**7,203.40**

Based on the new criterion , a parcel qualified as commercial on the basis of high tonnage if it had at least 477.38 tons of debris removed from it. That is the only reasonable interpretation of the Addendum, which reclassified the High Tonnage Parcels as commercial based on a single, common attribute – having more than 477.38 tons of debris. The County will likely argue that the "high tonnage" determination was based on the average debris removal quantity from the five parcels. That is disingenuous. If the County did not believe that 477.38 tons of debris constituted high tonnage, it should not have included the parcel with much debris as a "commercial parcel" in the Addendum.

The County breached the Contract and violated the law by refusing to pay BOP at the commercial rate for debris removal on the parcels with more than 477.38 tons of debris. Based on the criterion set forth in the Addendum, the County's refusal to pay at the per ton rate was unreasonable, unjust, and inconsistent. It was also the essence of bad faith. The table below lists thirteen parcels (the "Parcels at Issue") where BOP carried out work and from which at least 477.38 tons of debris were removed. Instead of reclassifying these thirteen as commercial based on the new criterion, and compensating BOP at the rate of $500 per ton, the County refused to change their residential classification and paid BOP $33,300 per parcel. As a result, the County improperly withheld approximately $4 million in compensation from BOP.

Table 1 - Parcels at Issue

No.	Parcel Address	Debris Removed (tons)	Compensation at Residential Rate	Compensation at Commercial rate	Amount still due to BOP[1]
1	6186 Carter Road	974.64	$33,300	$ 487,320	$454,020
2	5803 Darrah Road	938.69	$33,300	$ 469,345	$436,045
3	6041 Carter Road	854.11	$33,300	$ 427,055	$393,755
4	4186 & 4188 Triangle Road	827.81	$33,300	$ 413,905	$380,605
5	6055 Carter Road	671.14	$33,300	$ 335,570	$302,270
6	4087 Triangle Road	654.55	$33,300	$ 327,275	$293,975
7	6322 Carter Road	664.24	$33,300	$ 332,120	$298,820
8	6185 Carter Road	613.82	$33,300	$ 306,910	$273,610
9	4485 Triangle Rod	549.84	$33,300	$ 274,920	$241,620
10	4423 Buckingham Mountain Road	520.12	$33,300	$ 260,060	$226,760
11	4052 Triangle Road	527.34	$33,300	$ 263,670	$230,370
12	6062 Plumber Creek Road	509.21	$33,300	$ 254,605	$221,305
13	6260 Carter Road	497.33	$33,300	$ 248,665	$215,365
	Total	**8,802.84**		**Total**	**$3,968,520**

On December 21, 2022, BOP sent the County a request for payment for the debris removal performed at the Parcels at Issue at the commercial rate. BOP presented the basis of the request, including the language set forth in the RFP and Addendum 1, and provided a summary of the amounts of debris removed from the High Tonnage Parcels and Parcels at Issue.

On February 22, 2023, over two months later, the County sent BOP a letter denying BOP's request on two grounds. First, it reasoned that the commercial classification would be improper

[1] The amount still due to BOP is the difference between the amount BOP should have received at the commercial rate, on one hand, and the amount it already received at the residential rate, on the other hand.

for the Parcels at Issue because the amount of debris removed from them, collectively, was less than the *sum* of all debris removed from the High Tonnage Parcels. So its denial was based on a collective comparison between the Parcels at Issue and the High Tonnage Parcels. Assuming *arguendo* the County's collective comparison was fundamentally correct, its conclusion was still wrong, as more debris was removed from the Parcels at Issue than was removed from the exemplar parcels. Specifically, 8,802.84 tons of debris were removed from the Parcels at Issue, compared to only 7,203.40 tons from the High Tonnage Parcels.

Second, the County, for an unknown reason, characterized the payment request as being for re-scrapes, and claimed that such compensation was not available for parcels billed at the commercial rate. It asserted that payment for re-scrapes was paid at a per-parcel rate and was limited to 25% of the total number of parcels subscribed to the Program, a figure which it claimed was already exhausted.

Assuming *arguendo* that the County correctly characterized the payment request as being for re-scrapes, its argument still fails for three reasons. First, the Addendum stated that "[c]ommercial re-scrapes are paid by the ton." (Exhibit 2, pg. 4.) Second, the RFP stated that removal, transport, and disposal of debris from commercial parcels was compensated at the "per unit ton" rate. (Exhibit 1, pg. 33.) It would be illogical for debris removal at commercial parcels to be compensated at the per ton rate for the initial removal and then at the per parcel rate for re-scrapes. Such a scheme would incentivize a contractor to remove all but a minimal amount of the debris, receive payment at the per ton rate of $500, and then do a re-scrape to get another $33,300. As explained above, the nature of commercial parcels required compensation to be at the per ton rate. Finally, the rationale for the limitation on re-scrapes simply did not apply with respect to commercial parcels, which were paid at a per ton rate. With respect to residential parcels, which

were paid at a per parcel rate, the re-scrape limitation makes sense, because it prevents a contractor from "double-dipping." However, in the context of commercial parcels, which were paid at a per ton rate, the same concern did not exist. The contractor is paid per ton of debris removed, regardless of how many visits or scrapes of the parcel occur.

On March 1, 2023, BOP responded to the County's letter, asserting that the County's position was unreasonable and arbitrary. BOP explained there was no basis for making a collective comparison between the Parcels at Issue and the High Tonnage Parcels. It pointed out that the RFP evaluated and classified parcels in every respect on an individual basis, and under no circumstance was an aggregate of parcels used for determining debris removal rates. When the County compiled the High Tonnage Parcels, it determined that each parcel, individually, qualified for re-classification as a "commercial" parcel. With respect to the County's assertion regarding the limitation on payment for re-scrapes, BOP pointed out that the Contract does not state that commercial parcels are counted towards the 25% allowance. So, the allowance does not apply to re-scrapes performed at the Parcels at Issue.

On April 17, 2023, the County reaffirmed its wrongful denial of the demand.

IV. PUBLIC EMPLOYEES CAUSING BOP'S INJURIES OR DAMAGES

Luis M. Mercado, Dallin Kimble, Eric Sergienko are current and/or former employees of Mariposa County that participated in the series of events that prompted the filing of this claim. Mariposa County is, and at all relevant times mentioned herein was, a government entity duly organized and existing under the laws of the State of California and authorized and qualified to do business in Mariposa County, State of California.

V. THE DAMAGES SUSTAINED BY BOP

The County breached the Contract by failing to pay BOP all amounts due and owing without cause, in violation of the terms of the Contract. This included, inter alia, the County's

failure to classify the Parcels at Issue as commercial parcels and thus compensate BOP at the commercial rate of $500 per ton for the debris removed from them. The County failed to administer the Contract properly, failed to manage the Contract in good faith, and failed to exercise its discretion in a reasonable, non-arbitrary, and just manner. The County failed to otherwise honor the terms and conditions of the Contract. As a direct, proximate, and foreseeable result of the County's failure to perform under the Contract, BOP was damaged in an amount not less than $3,968,520, plus interest, accrued and accruing thereon at the maximum rate permitted by law, and attorneys' fees and costs, in addition to prompt-payment penalties, pursuant Government Code sections 927, *et seq*.

The County had an obligation to pay all sums due and owing under the Contract, allow for full and timely compensable completion of Work, not delay and hinder BOP's performance of Work, not reduce the scope of BOP's Work, administer and manage the Contract fairly and in good faith, exercise its contractual discretion in a reasonable and just manner, and otherwise honor the terms and conditions of the Contract. The County failed to comply with these obligations.

Under the terms to the Contract, BOP is entitled to compensation at the commercial rate of $500 per ton for the 8,802.84 tons of debris it removed from the Parcels at Issue. BOP was entitled to a total compensation of $4,401,420. BOP received only $33,300 per parcel, for a total of $432,900. The amount due to BOP, excluding interest, attorneys' fees and costs and other penalties, is $3,968,520.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: **CLOSED SESSION:** CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease.

[ ] 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:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] 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: 4802 Highway 140 in Mariposa (APN: 012-180-055)
Agency Negotiator: Joe Lynch
Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight)
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

On April 16, 2019, the Board approved a lease agreement with the Mariposa County Unified School District (District) for the Spring Hill school site at 4802 Highway 140 in Mariposa. The agreement, which has allowed Mariposa County Fire to have offices and train at the site since 2019, is valid for up to ten years at a cost of $1,300 per year. The agreement also required a one-time maintenance deposit ($10,000) and an $1,800 monthly maintenance fee.

On March 5, 2024, the District notified the Board of its intent to sell the property.

On March 19, 2024, the Board had a closed session to discuss the price and terms of a possible purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: **CLOSED SESSION:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title: Interim County Administrative Officer

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title: Interim County Administrative Officer

[ ] 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:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Interim County Administrative Officer (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