

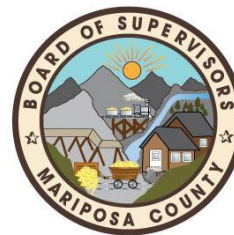


MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

October 12, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisors	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment. Supervisor Long extended thanks to Public Works for the Trunk or Treat items.

RESULT: **ADOPTED [4-0]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

CA1. **Health and Human Services RES-2021-567**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-568

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. Sheriff's Office RES-2021-569

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. Considered Separately from Consent

CA5. HHS/Behavioral Health & Recovery Services RES-2021-570

Approve a First Amendment to Agreement with Sierra Quest Human Services Foundation Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. HHS/Behavioral Health & Recovery Services RES-2021-571

Approve a First Amendment to Agreement with Quest Community Counseling Services Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. HHS/Behavioral Health & Recovery Services RES-2021-572

Approve a First Amendment to Agreement with Quest Community Counseling Services Modifying Specific Insurance Requirements; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. Public Works RES-2021-573

Waive Encroachment Permit Fees and Designate the Mariposa Town Trunk or Treat as a County Sponsored Event on October 31, 2021 from 4:30 PM Until 7:30 PM

CA9. Public Works RES-2021-574

Waive Encroachment Permit Fees and Designate the Coulterville Trunk or Treat as a County Sponsored Event on October 29, 2021 from 7:00 PM Until 10:00 PM

CA10. Treasurer-Tax Collector-County Clerk RES-2021-575

Approve the Statement of Votes Cast in the 2021 Gubernatorial Recall Election as Certified to the Secretary of State on October 4, 2021

Items Considered Separately**CA4. Board of Supervisors**

Minutes of Tuesday, October 05, 2021

RESULT: **ADOPTED [3-0]**

MOVER: Wayne Forsythe, District IV Supervisors

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe

ABSTAIN: Tom Sweeney

EXCUSED: Miles Menetrey

E. Departmental Presentation

Eric Sergienko/County Health Officer noted that last week he had talked about our COVID-19 numbers going down slowly but advised that they picked up a little bit but are now leveling off, and he reminded everyone that the best options are to stay home if you sick. Dr. Sergienko also noted that active screening of students was again implemented last week at Mariposa and Woodland Elementary Schools. He also noted that there were a couple of covid-positive kids at the homecoming dance, but that the event had been moved outdoors which may have limited the number of transmissions. He also reported that they are still seeing an increase in hospitalizations, and that there are currently more Mariposa residents in the hospital than at any other time during the pandemic, and noted that there was a death this weekend with a potential covid link. Dr. Sergienko also reported on the number of vaccinations and covid tests completed during the last week.

Kari Kisella/Mariposa Chamber of Commerce reported on the upcoming car show to be held from 9:00 AM to 3:00 PM on Saturday at the Fairgrounds, and invited everyone to attend.

René LaRoche/Clerk of the Board reported that the first draft of the committee policy, that the Board directed in August be developed, has been completed and sent to administering departments for feedback; and that a second draft, which will encapsulate any staff changes, will be sent to committee chairs afterwards, with the final policy expected to come back before the Board in mid-to-late November. She also reported on redistricting and discussed the release of the Statewide Redistricting Database on September 20th, the statutory three week waiting period before draft maps may be released, and advised that staff is expecting to release draft maps for the local redistricting process later today, or no later than tomorrow. Ms. LaRoche also discussed the importance of public feedback, noting that the Board will consider the draft maps on Monday, November 1st at 6:00 PM, with the second consideration and selection of a final map on Tuesday, November 2nd at 2:00 PM, to be followed by ordinance introduction on November 23rd and ordinance adoption on December 15th, which will be one week before the mandated deadline of December 15th. She advised people to sign up for the News Flash notifications by clicking on the “Stay Connected” icon on the bottom of any County webpage, then by choosing “Other Notification Lists,” and finally “County News” from the News Flash category. She also apologized for the tight timeline, noting that we were, unfortunately, thrust into that situation by the very late delay of the redistricting information and our statutorily-required completion date.

Kari Kisella noted that at a previous meeting she had talked about the second

banner poles by Happy Burger and reported that it is pending a pole test, but that she needs to find out from PG&E who they use when they outsource testing of their poles.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. Health and Human Services RES-2021-576

Approve a Five-Year Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together to Provide Homeless Youth Emergency Services and Housing in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report.

RESULT: ADOPTED [4-0]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. HHS/Social Services RES-2021-577

Approve a Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together to Provide Assistance for Homeless Youth in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU

Shannon Gadd gave the staff report. No public input.

RESULT: ADOPTED [4-0]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

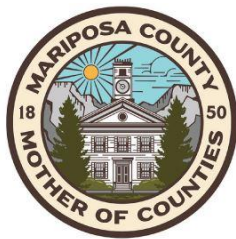
J. Adjournment

9:33 AM Chair Long adjourned the meeting in memory of Buck Cregger, Lucille Apcar, Jerry Kay Red, William (Bill) Baldwin Gorton, Tony Lee Dukes, Beverly Pinkerton, and Stephanie Ann Augsburg.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-567

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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.

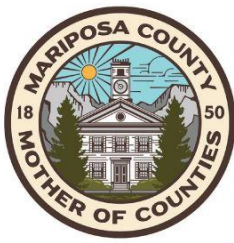
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

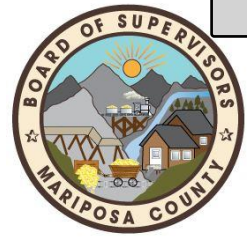
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2021-568

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

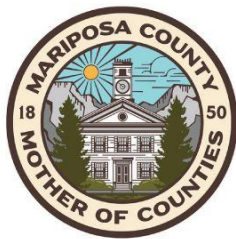
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

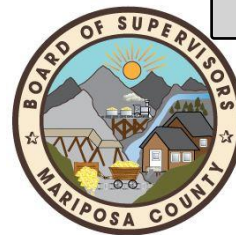
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-569

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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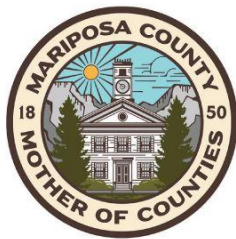
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-570

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Sierra Quest Human Services Foundation Agreement for STRTP

RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment to Agreement with Sierra Quest Human Services Foundation modifying specific insurance requirements; and authorize the Board of Supervisors Chair to sign the amendment.

This amendment combines and adjusts the liability insurance limits for a provider that has three active agreements with the County. There is no change in the provider's compensation under the agreements.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation (SQHSF) as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

During the current agreement, insurance payments incurred by SQHSF have proven to be cost prohibitive and run the risk of impacting its ability to provide existing services. Treatment received by SQHSF for Health and Human Services Agency (HHSA) clients has proven to be valuable in successfully providing services on site and at any hour of the day. As a means of maintaining this valuable relationship, this amendment requests that the insurance requirements related to Commercial General Liability and Professional Liability change to limits of \$1,000,000 per occurrence and \$3,000,000 for aggregate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the current agreement for STRTP with Sierra Quest Boys Academy on July 6, 2021 through Resolution No. 2021-391.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved, HHSA may lose a valuable partner and may have longer wait times for clients to be served. Also, youth clients may not be served according to the higher standards of the Short-Term Residential Therapeutic Program

(STRTP).

FINANCIAL IMPACT:

**This contract will continue to be paid within the Mental Health budget unit.
Contract costs are offset by Medi-Cal revenue claimed for services performed.
This contract is cost neutral to the County and there is no impact to the County General Fund.**

ATTACHMENTS:

1st Amendment-Sierra Quest Human Services Foundations 2022v2 (PDF)

Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM, 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 Sierra Quest Human Services Foundation, hereinafter referred to as “**Contractor**.”

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated July 6, 2021, wherein **Contractor** agreed to provide specialty mental health services in a short term residential therapeutic program; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to modify the insurance requirements of the Agreement;

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

1. Paragraph 4.A(1), “Commercial General Liability (CGL),” is hereby amended to provide that **Contractor** agrees to the following insurance requirements: *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, the general aggregate limit shall be \$3,000,000.*
2. Paragraph 4.A(4), “Professional Liability (Errors and Omissions),” is hereby amended to provide that Contractor agrees to the following insurance requirements: *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, \$3,000,000 aggregate.*

Except as herein amended, the Agreement dated July 6, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

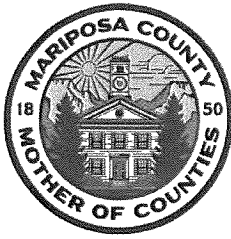
Scott Seymour, Executive Director
Quest Community Counseling Services

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

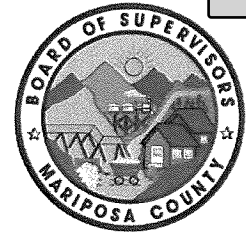
Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



D.5.b

RESOLUTION - ACTION REQUESTED 2021-391

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Sierra Quest Human Services Foundation Agreement for Short Term Residential Therapeutic Program

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Sierra Quest Human Services Foundation in an amount not to exceed \$100,000 to provide mental health services for Health and Human Services Agency (HHSA) clients; and authorize the Board of Supervisors Chair to sign the agreement.

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Currently, Sierra Quest has a maximum capacity of 12 clients for STRTP. Treatment received by these clients has proven to be valuable in successfully providing services on site and at any hour of the day. Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved an agreement for STRTP with Sierra Quest Boys Academy on June 9, 2020 through Resolution No. 2020-301.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT:

This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2021-570 : First Amendment - Sierra Quest Human Services

ATTACHMENTS:**Sierra Quest Human Services Foundation 2022 Agreement (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Wayne Forsythe, District IV Supervisor**SECONDER:** Tom Sweeney, District II Supervisors**AYES:** Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey**EXCUSED:** Rosemarie Smallcombe

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS AGREEMENT (“Agreement”) is made and entered into this 6th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Sierra Quest Human Services Foundation (“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, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in an Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, C, D, and E which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000. Contractor’s rates are listed in Exhibit B, “Cost Proposal.” 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 \$2,000,000 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 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, arising from all 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 of willful 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:

Sierra Quest Human Services
Foundation
6986 Scott Road
Mariposa, CA 95338

COUNTY:

Lynn Rumfelt
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other 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

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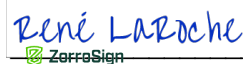
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Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:

(Government Code §25103)

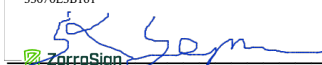
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Rene LaRoche
Clerk of the Board

CONTRACTOR

53070E3B161

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Scott Seymour, Executive Director

APPROVED AS TO FORM:

53070E3B143

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Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Sierra Quest Human Services Foundation 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 County, to the extent County would be required to comply with such requirements.

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
 - a. Mental Health Services
 - i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 - iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.
 - iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

- v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
 1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
 2. Counseling of the individual and/or significant support persons when the individual is present.
 3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 4. Medication education.
 5. May be face to face or by telephone with individual or significant support persons.
 - vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.
 - vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.
- b. Targeted Case Management
- i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.
 - ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
 2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
 3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
 4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.
- c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.
- d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

- requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:
- i. Evaluation of the need for medication
 - ii. Evaluation of clinical effectiveness and side effects of medication
 - iii. Obtaining informed consent
 - iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
 - v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
 - vi. Prescribing psychiatric medications
2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.
 3. Contractor shall provide services in accordance with MCBHRS Documentation Manual.
 4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.
 5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.
 6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.
8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.
9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.
10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.
11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.
12. Contractor shall provide results of internal surveys on the year-end report.
13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.
14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.
15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.
16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.
17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.
18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.
19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.
21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.
22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.
23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.
24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).
25. Participate in monthly contract provider check ins with the County.

B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.
2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.
3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."
4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.
5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
 - a. Within six (6) months (25%)
 - b. Not within six (6) months (25%)
6. It is expected that the Contractor will provide data on what placement and services youth are discharging into.
7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.
8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.
9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.
11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.
12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.
13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi-Cal Managed Care Plan.
2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.
3. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).
2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with County.
3. Payment by County to Contractor shall be payment in full for services provided and documented fully.
4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.
5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.
7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed \$100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:
8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.
9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.
10. Contractor shall submit invoices and expenditure reports electronically to lrumpf@mariposacounty.org, or by mail to the following address:
 - a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
5362 Lemee Lane
Mariposa, CA 95338
Attention: Lynn Rumpf
11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.
12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.
13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, by September 30th following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal

units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.

14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).

F. CREDENTIALING AND RE-CREDENTIALING

Contractor must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waived, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi-Cal covered services.

1. Credentialing:
 - a. For all licensed, waived, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
 - i. The appropriate license and/or board certification or registration, as required for the particular provider type;
 - ii. Evidence of graduation or completion of any required education, as required for the particular provider type;

- iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
 - iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
- b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
 - i. Work history;
 - ii. Hospital and clinic privileges in good standing;
 - iii. History of any suspension or curtailment of hospital and clinic privileges;
 - iv. Current Drug Enforcement Administration identification number;
 - v. National Provider Identifier number;
 - vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
 - vii. History of liability claims against the provider;
 - viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
 - ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>; and
 - x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.
- 2. Attestation
 - a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
 - i. Any limitations or disabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - ii. A history of loss of license or felony conviction;
 - iii. A history of loss or limitation of privileges or disciplinary activity;
 - iv. A lack of present illegal drug use; and
 - v. The application's accuracy and completeness.
- 3. Re-credentialing
 - a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.
- 4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this

Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.
2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
2. County will maintain the current Cultural Competence Plan Requirement (CCPR) and its updates on the County website. Contractor shall review and attend trainings as outlined.
3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.
4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.
6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.
7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.
8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.
3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual Occurrence reporting policy.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall

maintain a similar compliance plan for its organization, which is consistent with County's Plan.

2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.
5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
 - a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
 - b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.
 - c. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to

- immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.
- d. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.
 - i. OIG list is currently found at the following web address:
<http://exclusions.oig.hhs.gov/>
 - ii. A link to the S&I list is currently found at the following web address:
<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp> Near the bottom of the page click, on the “Suspended & Ineligible Provider List.”
 - iii. A link to the EPLS/SAM list is currently found at the following web address:
<https://www.sam.gov/portal/SAM/#1>
 7. Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

K. REPORTING

1. Contractor shall enter all required data into the County’s Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.
2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
3. Contractor shall submit a mid-year program report electronically to the following email address: rumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
4. Contractor shall submit a year-end program report electronically to the following email address: rumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year’s events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding

breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumfelt@mariposacounty.org
6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.
7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.
2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.
9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.
10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.
11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.
12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

N. WORKPLACE REQUIREMENTS

1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.
2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
 - b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994
3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

1. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:
 - a. Receive information in accordance with 42 C.F.R. § 438.10.
 - b. Be treated with respect and with due consideration for his or her dignity and privacy.
 - c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

- d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
 - e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
 - g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
 - h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.
2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.
 3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.
 4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
 - a. Description of grievance and appeal process;
 - b. Posting notices explaining the process procedures;
 - c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
 - d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
 5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

1. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

2. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered
3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.
2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

- a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.
3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.
5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).
6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

S. FINANCIAL RELATIONSHIPS

1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.
2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.
3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.
4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
4. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

1. Contractor and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. The County is authorized to terminate a contract, without penalty, if the contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award and/or sub awards under the award.

V. ELECTRONIC HEALTH RECORD REQUIREMENTS

1. Contractor shall utilize the county approved EHR.
2. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently \$3,211.00 per license.
3. Contractor shall ensure that staff are assigned an individual license per user.
4. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOS Version 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency (**HHSA**) monthly based on hourly totals. Services will be provided at a rate of \$148.80 per hour. HHSA will reimburse at a rate of \$275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed \$100,000.

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT
SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as “HIPAA”, and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , “the ARRA/HITECH Act” or “the HITECH Act”, as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as “HIPAA”.
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

 - A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
 - (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.
 - B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.
 - C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHL.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *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 D
STATEMENT OF COMPLIANCE

- A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.
 5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

- States to enter into such litigation to protect the interest of the State and the United States.
- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
 - 1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 - 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.
 - 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.
 - C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
 - D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
 - E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries was conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

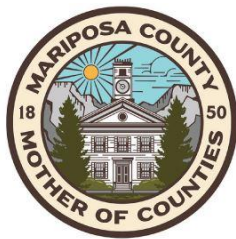
I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Name

Date

Title

Agency



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-571

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Quest Community Counseling Early Intervention Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment to Agreement with Quest Community Counseling Services modifying specific insurance requirements; and authorize the Board of Supervisors Chair to sign the amendment.

This amendment combines and adjusts the liability insurance limits for a provider that has three active agreements with the County. There is no change in the provider's compensation under the agreements.

Under the Mental Health Services Act (MHSA) of 2004, California imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program with the goal of increasing access and services for underserved and unserved populations. Through Quest Community Counseling Services (Quest), Mariposa County Health and Human Services Agency (HHSA) will use MHSA Prevention and Early Intervention (PEI) funds to provide early intervention services that specifically target school aged youth who have a family history of neurological, behavioral, socioeconomic and environmental challenges.

During the current agreement, insurance payments incurred by Quest have proven to be cost prohibitive and run the risk of impacting its ability to provide existing services. As a means of maintaining this valuable relationship, this amendment requests that the insurance requirements related to Commercial General Liability and Professional Liability change to limits of \$1,000,000 per occurrence and \$3,000,000 for aggregate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the most recent agreement with Quest Community Counseling Services for early intervention services on June 22, 2021 through Resolution No. 2021-370.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved, HHSA may miss a significant opportunity to improve the long-term outcomes of youth throughout Mariposa County.

FINANCIAL IMPACT:

**This contract will be paid with MHSA Prevention and Early Intervention Funds.
There is no impact to the County General Fund.**

ATTACHMENTS:

1st Amendment-Quest PEI Agreement 2022v2 (PDF)

Quest PEI Agreement 2022 - Wsignatures - Res. #2021-370 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR EARLY INTERVENTION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR EARLY INTERVENTION SERVICES, is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and Quest Community Counseling Services, hereinafter referred to as “**Contractor**.”

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 22, 2021, wherein **Contractor** agreed to provide early intervention services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to modify the insurance requirements of the Agreement;

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

1. Paragraph 4.A(1), “Commercial General Liability (CGL),” is hereby amended to provide that **Contractor** agrees to the following insurance requirements: *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, the general aggregate limit shall be \$3,000,000.*
2. Paragraph 4.A(4), “Professional Liability (Errors and Omissions),” is hereby amended to provide that Contractor agrees to the following insurance requirements: *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, \$3,000,000 aggregate.*

Except as herein amended, the Agreement dated June 22, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

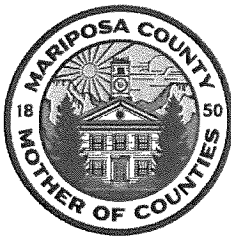
Scott Seymour, Executive Director
Quest Community Counseling Services

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

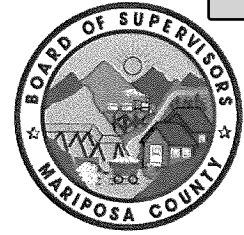
Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



D.6.b

RESOLUTION - ACTION REQUESTED 2021-370

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Quest Community Counseling Early Intervention Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Quest Community Counseling Services in an amount not to exceed \$158,500 to provide early intervention services for individuals living with a mental illness; and authorize the Board of Supervisors Chair to sign the agreement.

Under the Mental Health Services Act (MHSA) of 2004, California imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program with the goal of increasing access and services for underserved and unserved populations. Through Quest Community Counseling Services, Mariposa County Health and Human Services Agency (HHSA) will use MHSA Prevention and Early Intervention (PEI) funds to provide early intervention services that specifically target school aged youth who have a family history of neurological, behavioral, socioeconomic and environmental challenges.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the most recent agreement with Quest Community Counseling Services for mental health services on July 21, 2020 through Resolution No. 2020-420.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved, HHSA will miss a significant opportunity to improve the long-term outcomes of youth throughout Mariposa County.

FINANCIAL IMPACT:

This contract will be paid with MHSA Prevention and Early Intervention Funds. There is no impact to the County General Fund.

ATTACHMENTS:

Quest PEI Agreement 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Quest PEI Agreement 2022 - Wsignatures - Res. #2021-370 (RES-2021-571 : First Amendment - Quest Community Counseling Early

AGREEMENT FOR EARLY INTERVENTION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of June, 2021 by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Quest Community Counseling (“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, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform early intervention 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 \$158,500. Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” 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 \$2,000,000 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 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.

4. 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, arising from all 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 of willful 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:

Quest Community Counseling
5037 Bullion Street
Mariposa, CA 95338

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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



zorrosign 5188D71E095

Marshall Long, Chair
Board of Supervisors

CONTRACTOR



zorrosign 5188D71E0A9

Scott Seymour, Executive Director

COUNTERSIGNED:

(Government Code §25103)



zorrosign 5188D71E09F

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:



zorrosign 5188D71E08B

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

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 County, to the extent County would be required to comply with such requirements.

1. **Program Description and Purpose:**

- a. Contractor shall continue to develop, maintain, and document an early intervention program to address and promote recovery. Service and Interventions should be designed to reduce symptoms and/or improve recovery, including mental, emotional, and relational functioning.
- b. Contractor shall provide Enrichment Programs:
 - i. Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs. Locations of these programs may vary depending on restrictions being implemented by the school district.
 - ii. Students will be screened to identify the most appropriate students for each of the programs listed below. The goal is to identify students in need using the school personnel and staff presence on campus. A check in program will be utilized two days a week on campus (barring no COVID-19 restrictions prohibit this) to survey the population and refer students to appropriate programs utilizing the PHQ-2, GAD-2, and the Adverse Childhood experiences (ACE) Assessment. To qualify, students must have an ACE score of at least four (six for Sacred Rok), or; a score of three or more on the PHQ-2 or GAD-2, or; be reporting symptoms of stress (anxiety, depression, etc.) or showing academic decline that could be due to social/emotional challenges. Targeted negative outcomes include, but are not limited to: anxiety, depression, PTSD, ADHD, ODD, conduct disorder, anger, suicidal/homicidal ideations, and stress resulting in negative behaviors at home and school.
 - iii. Programs include: Self esteem building, psychology skills course, horse therapy, yoga, and sacred rok- psycho-education.
 1. Self Esteem Building:
 - a. Self defense and somatic therapy will be used as a medium for health and healing. The program is geared towards cultivating self-esteem and victimization rehabilitation through teaching the empowering tools of self-defense, setting boundaries through assertive communication, body language, and posture to help students process and release the challenges and/or

traumas of victimization they've endured and learn to cope positively.

- b.** Activities include, but are not limited to psycho-education on stress reduction (mindfulness, journaling, breathing techniques, healthy boundaries, and empowered communication skills), and somatic therapy techniques that help students to increase awareness of how their past challenges are showing up in their minds and bodies as stress and tension, and to learn how to use esteem building physical exercise as a tool for releasing stored trauma. Students will learn how to identify somatic sensations and emotions, so that they can have an increased awareness of how they are feeling.

2. Psychology Skills Course:

- a.** This program will be provided for identified at risk youth that are struggling to engage with teachers, family members, and/or peers in a healthy and productive manner. The group course content will include information on psychology skills, healthy communication, implementation of healthy coping skills, peer mentoring, and problem solving/resolution techniques.
- b.** Activities include, but are not limited to: psycho-education on therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, mindfulness based stress reduction, and non-violent communication), interactive games related to mental health, and peer mentoring processing sessions.

3. Horse Therapy:

- a.** Horse therapy will be used as medium for health and healing. The program is geared towards cultivating increased awareness and use the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.
- b.** This program will include mindfulness-based stress reduction while working with horses. Students will learn to connect to their breath and use it as an indicator of what is going on for them mentally and emotionally. Students will learn that changing their breathing patterns can improve their mental and emotional states. Students will learn to use their breath as a coping mechanism to down regulate their nervous system when facing fearful or challenging situations. Once students learn to do this with a horse, they will be able to do this in other areas of their lives as well. Learning this important skill can help improve current mental health issues, as well as prevent future symptoms from emerging.

4. Yoga:
 - a. Yoga will be used as a medium for health and healing. This program is geared towards increasing awareness of the mind/body connection, teaching healthy coping/life skills and decreasing mental health challenges in the identified student population.
 - b. Program activities may include, but are not limited to: psycho-education on stress reduction, somatic therapy, and cognitive behavioral techniques that help students to increase awareness of how their thoughts influence their emotions and somatic sensations, they can learn to mindfully choose a healthy way to resolve their negative thoughts and emotions.
5. Sacred Rok:
 - a. Outdoor exploration will be used as a medium for health and healing. This program is geared towards cultivating increased awareness using mindfulness-based practices to help students process and release challenges and learn to cope positively.
 - b. Students must be reporting severe symptoms of mental illness or showing severe academic decline that could be due to social/emotional challenges.
 - c. Program activities may include but are not limited to psycho-education on nature and stress reduction. Interventions (such as mindfulness-based stress reduction, journaling, breathing techniques, meditation, and direct connection to nature) and self-care (identifying emotional needs and learn how to tend to those needs in a respectful and compassionate matter.
- iv. Enrichment programs are intended to address conditions early in its manifestation, to curb the decline in functioning and promote wellness in the youth of Mariposa.
- v. Each program will be operated from a strengths-based trauma informed perspective. Conflict resolution and de-escalation techniques will be utilized if necessary.
- vi. Enrichment program curriculum will be created and directed by a Quest Counseling Licensed Mental Health Clinician. All program curriculum will be presented by a Licensed Mental Health Clinician or a Mental Health Professional directly supervised by the Licensed Mental Health Clinician. All Mental Health Professional Staff will have a master's level education allowing them to guide mental health activities under the direct supervision of a Licensed Mental Health Clinician. Psychotherapy will only be provided by a Board approved Mental Health Professional.
 1. Partnering agencies (Sacred Rok instructor, Horse Program instructor, Self-Esteem building instructor) will be working within their professional area of expertise and not providing mental health services.

All partnering agency staff will have to attend an extensive training program provided by Quest Counseling to ensure their ability to provide a positive environment free of re-traumatization.

2. Quest staff will be responsible for all mental health program activities and will utilize partner agencies as supports in their professional areas throughout the program.
- c. Contractor shall provide Mental Health Student Check ins:
 - i. Program geared towards grades 9 – 12th. Will be provided to students based on identification by MCUSD as needing or requesting further services.
 - ii. These services can be provided in person, on school campus, or even virtually.
 - iii. This program also includes an aspect of teacher/student conflict resolution and classroom re-integration.
 - iv. This program will require a master's level mental health staff member to be on a MCUSD school site two full days a week while school is in session.
- d. Contractor shall provide Teacher/Staff Training:
 - i. A training series geared towards helping teachers learn the best practices for resolving conflict in the classroom, building positive relationships with students, and creating strength-based classroom environments using trauma informed care and principles.
 - ii. This program will be led by a master's level instructor and co-instructor
 - iii. This program will be geared towards all high school level staff at MCUSD.
- e. Contractor shall collaborate with the COUNTY MHSA administrative staff on the development, implementation, and evaluation of the programs and services.

2. **Background:**

- a. **In November 2004, California Voters passed Prop 63 also known as the Mental Health Services Acts (MHSA). The Act imposes a 1% tax** on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program. The MHSA programs are intended to increase access and services for underserved and unserved populations.
- b. Early Intervention means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
- c. Early Intervention Program Services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
 - i. For the purpose of this section “serious mental illness or emotional disturbance with psychotic features” means schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality disorder.)

These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.

- d. Early Intervention Programs and/or services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.

3. Target Population:

- a. Contractor shall target school aged youth who have a family history of neurological, behavioral, socio/economic, and environmental challenges.

4. Objectives and Outcomes:

- a. Contractor shall continue to develop and maintain an Early Intervention prevention program that will provide evidence-based interventions. The program shall be aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning.
- b. Contractor shall select, define, and measure appropriate indicators that are applicable to the early intervention program (see performance management section).

5. Program Design and Service Description:

- a. Contractor shall adhere to all federal, state, and local laws, and regulations applicable to prevention programs.
- b. Contractor shall provide culturally and linguistically appropriate services in all threshold languages.
- c. Contractor shall ensure programs and services are implemented to help create access and linkage to treatment. “Access and Linkage to Treatment” means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs.
- d. COUNTY shall accept referrals and linkages from Contractor.
- e. Contractor shall ensure programs and services are designed, implemented, and promoted in ways that Improves timely access to mental health services for individuals and/or families from underserved populations. “Improving Timely Access to Services” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate serves as early in onset as practicable, through program

features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

- i. Contractor shall provide services in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
- f. Contractor shall ensure that programs and services are designed, implemented, and promoted using strategies that are non-stigmatizing and non-discriminatory. “Strategies that are Non-Stigmatizing and Non-Discriminatory” means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
 - i. These approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness and recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.
- g. Contractor shall ensure that services and programs are provided throughout the fiscal year, not accumulated until the end.

6. Performance Management:

- a. Contractor shall ensure services are provided throughout the fiscal year, and report to the COUNTY, the number of individuals served each month.
 - i. Enrichment Programs:
 - 1. Self-Esteem Building program is expected to serve 30 students annually.
 - 2. Psychology Skills Course program is expected to serve 30 students annually.
 - 3. Horse Therapy program is expected to serve 30 students annually.
 - 4. Yoga-Increasing Awareness program is expected to serve 60 students annually.
 - 5. Sacred Rok – Psychoeducation is expected to serve 18 students annually.
 - ii. Student Check-ins is expected to serve 192 initial student contacts and 40 students who require ongoing contacts.

- iii. Teacher/staff training is expected to serve up to 40 teachers at the high school level impacting potentially 700 students.
- b. Contractor must provide a description of how each participant's early onset of a potentially serious mental illness will be determined and identified.
 - i. Enrichment Programs: Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs.
 - 1. Early childhood experiences with trauma has proven to exacerbate mental, physical, and emotional issues as adults. A large part of our county's youth have experienced a number of traumatic events in their young lives and are at risk for issues throughout their lifetime. ACES survey will be used to identify youth that are at risk of developing mental health issues later in life.
 - 2. Referred students will be administered a PHQ-2, GAD-2 and the Adverse Childhood Experiences (ACE) Assessment. To qualify, students must:
 - a. have an ACE score of at least 4 (6 for the Sacred Rok program) or;
 - b. a score of 3 or more on the PHQ-2 or GAD-2, or;
 - c. be reporting symptoms of stress (anxiety or depression) or showing academic decline that could be due to social/economic challenges.
 - ii. Student Check ins: Individuals will be identified by the Mariposa County Unified School District and referred to the program utilizing the PHQ-2, GAD-2, and the ACE scores.
- c. Contractor shall describe what outcomes/indicators will be used to measure the impacts of the programs and/or services to indicate a reduction of risk factors or an increase of protective factors.
 - i. A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
 - ii. A decrease in the number of students sent out of the classroom post conflict resolution training to teachers, as indicated by the number of students sent to the principle's office each month.
- d. Contractor shall manage the program to ensure data collection to support outcomes/indicators.
- e. Contractor shall collect demographic data for all participants and report monthly to COUNTY.
- f. Contractor shall describe how outcomes will be achieved.
 - i. Enrichment Programs (Self Esteem Building, Psychology Skills Course, Horse Therapy, Yoga, Sacred Rok):

1. Outcomes/indicators: A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
- ii. Student Check-ins:
 1. Outcomes/indicators: A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
- iii. Teacher/Staff Trainings:
 1. Outcomes/indicators: A decrease in the number of students sent out of the classroom post conflict resolution course to teachers, as indicated by the number of students sent to the principle's office each month.
- g. Contractor shall describe how outcomes will be collected and tracked on the monthly reporting form.
- h. Contractor shall report monthly to COUNTY on all data collected and any outcomes.
- i. Contractor shall report annually to COUNTY on all data collected and any outcomes, including a final report on the effectiveness of the program and/or services.
- j. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

Exhibit B COST PROPOSAL

Contractor will invoice Mariposa County Health and Human Services Agency (**HHSA**) based on program totals. All invoices must have a completed monthly reporting form attached. Contractor shall be compensated for services satisfactorily performed in an amount not to exceed \$158,500 as set forth herein. The contract is not to exceed \$158,500.00

Compensation shall be based on satisfactory Contractor performance of all activities described in the Scope of Work, Exhibit A. Contractor shall continue throughout the year to develop, maintain, and document an early intervention program to address and promote recovery in the school setting and submit monthly reports with each invoice. In the event Contractor fails to perform activities as described, HHSA may deny all or part of the requested monthly invoice. In the event the school setting is closed entirely or in part due to COVID-19 or another emergency, Contractor may continue activities by telecommunications or other remote means; however, if Contractor is unable to perform activities, HHSA may deny all or part of the requested monthly invoice.

Budget Breakdown

I. Enrichment Programs Total = \$102,640.5

- a. Self Esteem Building = \$20,695.50
 - i. This program will be led in small groups of at least three students and will not exceed 10 students per group.
 - ii. Each group consists of 33 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of nine students and a maximum of 30 students.
 - iv. Each group should be held on average, one hour per week depending on the academic calendar.
- b. Psychology Skills Course = \$12,915.00
 - i. This program will be led in groups of no less than five students and no more than 10 students per group.
 - ii. Each group consists of 35 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of 15 students and a maximum of 30 students.
 - iv. Each group should be held on average, one and a half hours per week, depending on the school academic calendar.
- c. Horse Therapy = \$36,310.00
 - i. This program will be led in groups of no less than three students, and no more than 10 students per group.
 - ii. Each group consists of 42 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of nine students, and a maximum of 30 students.
 - iv. Each group will be provided on an average of one and half hours per week, depending on the school academic calendar.
- d. Yoga Program = \$7,720.00

- i. This program will be led in groups of no less than five students, and no more than 15 students per group.
 - ii. Each group will consist of 33 sessions.
 - iii. This funding allows for four different groups offered throughout the year reaching a minimum of 20 students and a maximum of 60 students.
 - iv. Each group will be provided on an average of one hour per week, depending on the academic school calendar.
- e. Sacred Rok = \$25,000.00
 - i. This program will be led in groups of no less than four students, and no more than six students per group.
 - ii. Each group of six students will consist of five day trips.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of 12 students and a maximum of 18 students.

II. Student Check-Ins Total = \$50,524.00

- a. This program will include one master's level mental health staff member to be on a MCUSD school site two full days a week while school is in session and up to six hours a week during summer school.
- b. This funding allows for six initial contacts per week while school is in session and two initial contacts each week during summer school.
- c. This program is expected to serve up to 192 one time contacts, and up to 40 students requiring additional contacts.

III. Teacher Training Series Total = \$5,336.00

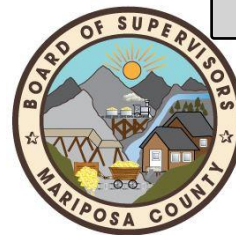
- a. This program will be administered to up to 40 teachers and indirectly impacting approximately 700 students.
- b. This funding allows for four trainings provided throughout the school year for MCUSD staff.

Any combination of the above programs may not exceed \$158,500.00.



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-572

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Quest Community Counseling Mental Health Provider Contract 2022

RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment to Agreement with Quest Community Counseling Services modifying specific insurance requirements; and authorize the Board of Supervisors Chair to sign the amendment.

This amendment combines and adjusts the liability insurance limits for a provider that has three active agreements with the County. There is no change in the provider's compensation under the agreements.

Quest Community Counseling Services (Quest) is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

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. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency (HHS) and the State Department of Mental Health as outlined in Exhibit A of the contract.

During the current agreement, insurance payments incurred by Quest have proven to be cost prohibitive and run the risk of impacting its ability to provide existing services. As a means of maintaining this valuable relationship, this amendment requests that the insurance requirements related to Commercial General Liability and Professional Liability change to limits of \$1,000,000 per occurrence and \$3,000,000 for aggregate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current agreement with Quest for counseling services was approved by the Board on June 1, 2021, by Resolution Number 2021-311.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved, we may lose a trusted partner and have longer wait times for clients to be served.

FINANCIAL IMPACT:

This contract will continue to be paid within the Mental Health budget unit.

Contract costs are offset by Medi-Cal revenue claimed for services performed.

This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

1st Amendment-Quest MH Agreement 2022v2 (PDF)

Quest Community Counseling - 2022 - Wsignatures Res #2021-311 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this ____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and Quest Community Counseling Services, hereinafter referred to as “**Contractor**.”

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated June 1, 2021, wherein **Contractor** agreed to provide counseling services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to modify the insurance requirements of the Agreement;

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

1. Paragraph 4.A(1), “Commercial General Liability (CGL),” is hereby amended to provide that **Contractor** agrees to the following insurance requirements: *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, the general aggregate limit shall be \$3,000,000.*
2. Paragraph 4.A(4), “Professional Liability (Errors and Omissions),” is hereby amended to provide that Contractor agrees to the following insurance requirements: *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, \$3,000,000 aggregate.*

Except as herein amended, the Agreement dated June 1, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

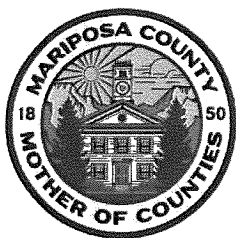
Scott Seymour, Executive Director
Quest Community Counseling Services

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

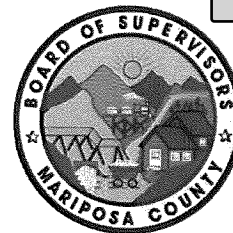
Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-311

MEETING: June 1, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Quest Community Counseling Mental Health Provider Contract 2021

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Quest Community Counseling Services in an amount not to exceed \$450,000 to provide counseling services in Mariposa; and authorize the Board of Supervisors Chair to sign the agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

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. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on July 21, 2020, by Resolution Number 2020-421.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

QCCS - 2022v2 - May 15 2021 (PDF)**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Miles Menetrey, District V Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of June, 2021, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Quest Community Counseling Services (“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, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, “Scope of Work,” Exhibit B, “Documentation and Scope of Practice,” and Exhibit C, “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.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$450,000. Contractor’s hourly rates are listed in Exhibit D, “Payment Terms and Conditions.” 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 \$2,000,000 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 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, arising from all 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 of willful 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:

Quest Community Counseling Services
5097 Hwy 140
Mariposa, CA 95338

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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 D.

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 D.

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



Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)



Rene LaRoche
Clerk of the Board

CONTRACTOR



Scott Seymour

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Scott Seymour, Executive Director
5037 Bullion Street
Mariposa CA 95338
Phone: 209 742-5080

II. Program Description:

A. Contractors may 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. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.

C. All services are intended to be provided within Mariposa County, unless otherwise authorized by HHSA.

D. Contractor agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor’s facility.

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, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

B. Crisis services for clients are to be referred to day-time or night-time HHSA crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor and HHSA crisis worker and/or Sheriff Department needs to be notified. The crisis line numbers for HHSA are (209) 966-7000 or (800) 549-6741. These services will be billed through HHSA.

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

until contractor notifies HHSA 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 HHSA, 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. Treatment Model/Evidence Based Practices:
 - 1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.
- B. Targeted Population Eligibility Criteria:
 - 1. Clients referred from MCHHSA to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.
- C. Referral Protocol:
 - 1. MCHHSA will use the Mariposa County Bi-Directional Referral process.
 - 2. Contractor is expected to call the client for appointment within 5 business days.
 - 3. Contractor will notify MCHHSA in writing of denied referrals within 3 business days.
- D. Service Delivery
 - 1. Services may be provided by telephone, however at a minimum of 1x per month, or more often if clinically indicated, the client will be seen face to face, either in person or via telehealth video conferencing.
 - 2. 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.
 - 3. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

V. Coordination of Service:

- A. Contractor may complete initial assessments. If the client does not meet medical necessity, then contractor will refer the client to their managed care through notification to Medical Records and give them a NOABD.
- B. Contractor will be responsible for all annual reassessments.
- C. Contractor will be responsible to follow the documentation manual.
- D. Clients without a current assessment will not be eligible for claimable services.
- E. Contractor will develop a treatment plan within 60 days of assessment. Contractor is responsible for all annual and applicable updates.
- F. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on treatment plan to be an eligible claim service with the exception of crisis. The client must participate in the development of the treatment plan and sign it (see Documentation Manual).

- G. Contractor will be responsible for all services on the treatment plan or will refer the client back to HHSA.
- H. All records for these referred clients must be kept in the Electronic Health Record (EHR) system. This must be reflected in accordance with the most recent version of the Documentation Manual. This will be monitored by Behavioral Health Quality Assurance Unit.

VI. Service Duration:

- A. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
- B. All transitions and discharges will be complete per HHSA documentation manual and submitted in writing.
- C. 10 day letters will be completed by HHSA staff once three contact attempts have been made by contractor and noted in EHR. Contractor will notify QA staff when a 10 day letter is ready to be submitted.

VII. Staff Qualifications

- A. Contractor shall utilize staff that are licensed or registered with the BBS.
 - 1. Contractor shall provide NPI numbers and license numbers for all providers.
- B. Contractor is authorized to use Student Interns for the provision of therapy services under this contract.
 - 1. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
- C. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
- D. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

VIII. Staffing & Clinical Supervision

- A. All contractor employees providing services or supervising services under this Agreement 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.
- B. 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.

Exhibit B
DOCUMENTATION AND SCOPE OF PRACTICE

I. Staffing Qualifications for Service Delivery and Documentation:

- A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and the HHSA. Information provided in this Exhibit B is provided as a reference only and is not intended to set forth all of the definitions and requirements in 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. **LPHA¹:** A “Licensed Practitioner of the Healing Arts” possesses a valid California clinical licensure in one of the following professional categories:
 - 1. Licensed Clinical Psychologist²
 - 2. Licensed Clinical Social Worker³
 - 3. Licensed Marriage and Family Therapist⁴
- C. **LPHA** Approved Activities:
 - 1. Can function as a “Head of Service” on agency application
 - 2. Can authorize services as directed by the HHSA
 - 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 Associate Marriage Family Therapists, Associate Social Workers, and Associate Professional Clinical Counselors:** Registered Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselors (APCC) and Associate Social Workers (ASW) are individuals registered with the Board of Behavioral Sciences in order to obtain supervised clinical hours and acquiring clinical experience towards licensure as a Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), or Professional Clinical Counselor, respectively. A waiver for Registered AMFT and ASW is not required by Department of Health Care Services (DHCS), nor by the HHSA (except when licensed in another state, then a waiver is required by DHCS).⁵⁶
- E. **Approved Activities:**

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 Welfare and Institution Code 5751.2, DMH Letter 10-03

1. 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:
 - a) Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.⁷
 - b) Can authorize services as directed by HHSA.
 - c) Can conduct comprehensive assessments and provide a diagnosis without co-signature.
 - d) Can co-sign the work of other staff members within their scope of practice (other than graduate students performing therapy).
 - e) Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
 - f) Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.⁸

II. Quality Assurance:

- A. All Medi-Cal Contractor are to conduct internal Medi-Cal compliance reviews.
- B. When conducting internal Medi-Cal reviews CONTRACTOR will:
 1. Maintain triennial site certification through HHSA.
 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, D
 4. Use HHSA audit tool.
 5. Audit on a quarterly basis.
 6. HHSA Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting HHSA Medi-Cal compliance or other reviews.
- C. The HHSA 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 HHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
 1. Accessibility;
 2. Facility is clean, sanitary, and in good repair;
 3. Fire clearance updated on a regular basis;
 4. Services are meaningful and beneficial to the client;
 5. Services are culturally and linguistically competent;
 6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
 7. Services produce highly desirable results through the efficient use of resources;
 8. Services meet requirements for medical necessity ;

⁷ CCR, Title 9, Chapter 3, Section 620(f) and Section 622

⁸ Business and Professions Code Section 4996.14 and 4996.18(d)

9. All PHI is properly stored and secured.
- D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. HHSA quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
 1. If the HHSA staff, Grievance Review staff or any other committee of the MHP 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 program. If these deficiencies or problem areas are verified, a plan of correction may be applied.
 2. Contractor shall abide by HHSA Policy and Procedures for **Grievances and Appeals**.
 3. All grievances and appeals are to be called in and forwarded immediately to HHSA. This to be made clear to all clients through posting 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).
- E. Contractor shall abide by the complete **Federal False Claims Act** (31 U.S.C. sections 3729-3733) (**See Exhibit C.**)
- F. Contractor shall abide by the complete HHSA **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 HHSA standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and BHRS Compliance Policies.
- G. Contractor shall abide by the complete **HHSA Documentation Manual**. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by HHSA. The manual provides a general description of service definitions and is a day to day resource for clinical and administrative support staff. The manual serves to ensure providers within HHSA meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
 1. HHSA established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
 2. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.
- H. Contractor not in compliance with documentation manual will have to provide a plan of correction and will be subject to payment denial and/or termination of contract.

- I. The Contractor agrees to notify HHSA at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
- J. 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.
- K. The contractor is responsible for clinical supervision of their staff.
- L. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of \$50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.
- M. **Mandatory Meetings and Training:**
Contractor will attend monthly required meetings with HHSA and any additional trainings and meetings deemed necessary by HHSA.
Contractor agrees to complete annual HIPAA and Federal Tax Intercept training.
- 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. **Information Technology Infrastructure:**

1. Contractor will be proficient in HHSA 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. Contractor may reimburse the HHSA at an hourly rate of \$50.00 per hour of training. The initial training and 8 hours per year are included per staff member.

P. **HHSA Code of Conduct:**

1. Contractor agrees to review, sign and comply with HHSA Code of Conduct.

Q. **Federal Tax Intercept (FTI) Training:**

1. Contractor agrees to complete FTI training annually and comply with the mandates set forth.

R. **HHSA Confidentiality Employee Statement:**

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

S. **Electronic Signature Policy:**

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

T. **Client Surveys:**

1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys, CONTRACTOR will be advised of survey period one month in advance.

III. **ASSESSMENTS:**

- A. Assessment information must meet all Medi-Cal required elements.
- B. Assessment information must be completed and finalized within 30 days.
- C. Assessment information must be legibly signed and dated when completed.
- D. Refer to Documentation Manual for more information on the required elements of a complete Mental Health Assessment.
- E. Diagnosis from the most current DSM must be completed.
- F. All clients need to have, depending on their age, either a Milestones of Recovery Scale (MORS) or Child Adolescent Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC-35) evaluation completed during the assessment period. For adult clients the MORS must be completed monthly and upon discharge. For children/youth the CANS must be completed quarterly and upon discharge. Contractor staff will need to be trained and certified to administer the aforementioned evaluation tools.

IV. **TREATMENT PLANS:**

Requirements for Treatment Plans

- A. A full, signed treatment plan will be due within 60 days of assessment.
- B. **Contractor** who receive Treatment Plans from **HHSA** must update the plan accordingly.
- C. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.
- D. Treatment Plans will follow the guidelines in the Documentation Manual.

- E. 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 the required elements in the plan development progress note (see Documentation Manual).

V. PROGRESS NOTES

- A. Refer to Documentation Manual regarding expectations of progress notes.
- B. Timeline of Progress Notes⁹
 - 1. Progress notes shall be documented within 3 (three) business days of provided service.
 - 2. Entries made after the date the service was provided must be identified as a "Late entry" and need to include both the date the note was written, as well as the date of service.

VI. DISCHARGE/CLOSING SUMMARIES

- A. At minimum, the client record shall document:
 - 1. Follow-up care (to be outlined in a discharge summary)
 - 2. Referrals to community resources and other agencies, when appropriate
 - 3. **Contractor** who are required to administer the MORS or CANS must use the **HHSA** approved Closing Summary (that includes a MORS or CANS) upon all client discharges. The CANS section of the closing summary is not required upon discharge when:
 - a) The client leaves services prior to an initial CANS being completed
 - b) The client discharges within 90 days or less of being opened to a program
- B. Discharge summaries are not claimable to Medi-Cal.

VII. OTHER DOCUMENTATION REQUIREMENTS

- A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services, displayed in lobby, and upon request:
 - 1. Consumer Rights
 - 2. Grievance/Appeal Process
 - 3. Grievance/Appeal forms with self address envelopes
 - 4. HHSA Mental Health Provider Directory for Specialty Mental Health Services
 - 5. Advanced Directive Notices (such as the "Your Right to Make Decisions about Medical Treatment"). For Adults only.
 - 6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
 - 7. Beneficiary Brochure: "Guide to Medi-Cal Mental Health Services" (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).

⁹ HHSA Contract with DMH, Exhibit A, Attachment 1, Appendix C, Pg 39, item 2

- B. 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. OTHER NOTIFICATION REQUIREMENTS

- A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

1. Consumer Rights
2. Grievance/Appeal Process
3. Grievance/Appeal forms with a self-addressed envelopes envelope's
4. MCHHSA Mental Health Provider Directory for Specialty Mental Health Services
5. Advanced Directive Notices (such as the "Your Right to Make Decisions about Medical Treatment"). For Adults only.
6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
7. Beneficiary Brochure: "Guide to Medi-Cal Mental Health Services" (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).

- B. 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.

IX. SECURITY REQUIREMENTS:

- A. The following is a general outline of the Security and Information Technology Requirements.

1. Contractor shall submit all paper records to HHSA.
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 C
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 been 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 claims 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 through 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 D
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.
 - i. 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.
 - ii. 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.
 - 1. 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.

2. 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.
3. 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.
4. 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.

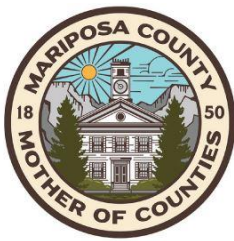
iii. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. **Medi-Cal Requirements and Payment Limitations:**

- 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 coding as outlined in Exhibit A, item #2. Program Description.
- C. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:
 1. \$148.80 per hour for Medi-Cal clients.
 2. \$148.80 per server hour for each individual Medi-Cal client seen in a group.
- D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

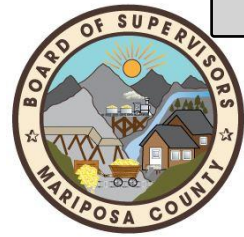
IV. **Cost Settlement:**

- A. The Contractor's Cost Report:
 1. Is to be submitted annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
 2. Settlement to cost will be made through the submission and acceptance of this Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.
- B. The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2022. Failure to comply with this deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.
- C. Failure to complete cost report may result in termination of contract at the discretion of HHSA.



MARIPOSA COUNTY

Public Works • 209-966-2498



D.8

RESOLUTION - ACTION REQUESTED 2021-573

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Waive Encroachment Fees and Designate the Mariposa Town Trunk or Treat a County Sponsored Event

RECOMMENDATION AND JUSTIFICATION:

Waive Encroachment Permit Fees and Designate the Mariposa town Trunk or Treat as a County Sponsored Event on October 31, 2021 from 4:30 PM Until 7:30 PM.

This is the 7th year that this event has been sponsored by Mariposa Safe Families and the County and is an event that provides for a safe Trick or Treat Halloween Experience for the Youth of Mariposa County. This annual event is well attended and has been very successful in past years.

Mariposa Safe Families has been consulting with the Mariposa County HHSA to insure that this year's event is held within Safe and Healthy Guidelines.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this event as a County Sponsored Event along with fee waivers in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the organizers will not have sufficient funds to conduct this event and it would be cancelled.

ATTACHMENTS:

Trunk or Treat Flyer 2021 (PDF)

Trunk or Treat Registration 2021 (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

Vote for the
BEST TRUNK!!

Mariposa Safe Families
PRESENTS

Candy
Donations
Needed!

Trunk or Treat

ON THE COURTHOUSE LAWN



Sunday, October 31 - 4:30-7:30

For more information or to SIGN UP FOR A TRUNK-

Contact our office at 209-966-2211

Email: dosenbaugh@mariposasafefamilies.org

CANDY DONATIONS ACCEPTED AT THE MSF OFFICE

4983 8th St (Corner of 8th & Jones)



HALLOWEEN TRUNK OR TREAT

Mariposa Safe Families is hosting the 8th annual Community Trunk-or-Treat event at the Mariposa Courthouse on Sunday, October 31st from 4:30 pm – 7:30 pm.

Set up will begin at 3:30 pm, with a Team Meeting at 4:00pm.

****There will also be a contest for “Best Decorated” trunk.**

(The vehicle and attached trunk must be incorporated in your display)**

If you are interested in participating, please fill out the bottom portion and submit back to Mariposa Safe Families

No later than Friday, October 22, by 5:00 pm.

Registration forms can be submitted by

Mail: Mariposa Safe Families, PO Box 545, Mariposa, CA 95338

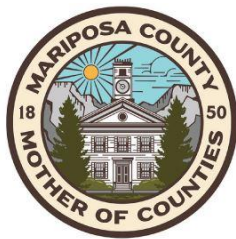
Drop off: 4983 8th Street **Email:** dosenbaugh@mariposafamilies.org

Organization/Agency: _____

Contact Person: _____ Phone # _____

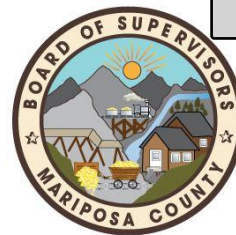
Mailing Address _____

Email: _____



MARIPOSA COUNTY

Public Works • 209-966-2498



D.9

RESOLUTION - ACTION REQUESTED 2021-574

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Waive Encroachment Fee and Designate the Coulterville Trunk or Treat a County Sponsored Event

RECOMMENDATION AND JUSTIFICATION:

Waive Encroachment Permit Fees and Designate the Coulterville Trunk or Treat as a County Sponsored Event on October 29, 2021 from 7:00 PM to 10:00 PM. This action includes a road closure from Highway 49 and Main Street to Pine Street.

The Coulterville Trunk or Treat is a great opportunity for local businesses as it brings community members to the downtown Coulterville area and offers a safe environment for the children and adults to celebrate Halloween.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this type of event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the fee will put a hardship on the local merchants.

ATTACHMENTS:

PUBLIC_WORKS_ENCROACHMENT_APPLICATION-pdffiller (PDF)

Letter to the Board (PDF)

DETOUR TRUNK OR TREAT (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

D.9.a

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 9-29-21

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Main street ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

- | | |
|--|--|
| 1. ☐ DRIVEWAY | 2. ☐ NEW BUILDING/HOME |
| ☐ ROAD CROSSING | 3. ☐ REMODEL EXISTING |
| ☐ WATER PIPE, CULVERT, ETC. | 4. ☐ NEW MAILBOX |
| ☐ LDA ROAD | 5. ☒ OTHER (EXPLAIN BELOW) |

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Begining at Hwys 132/49, up main street untill pine st, using Broadway as detour.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
**see attached map

5. ASSESSOR'S PARCEL NUMBER: _____ - _____ - _____

6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE \$150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____

(Issued Once Fee * is Paid)

DATE ISSUED: _____

* The fee may be paid by check

Made payable to: County of Mariposa

Or you may call (209) 966-5356 with

Credit Card Information

** If Applicant is not the Owner, then include
an authorization letter from Owner

HettieJane Tyler

OWNER'S NAME (Please Print)

SIGNATURE OF OWNER/APPLICANT **

Po box 56
OWNER'S MAILING ADDRESS
Coulterville 95311

CITY ZIP

878-3792. redpity73@gmail.com
PHONE NUMBER EMAIL ADDRESS

Attachment: PUBLIC_WORKS_ENCROACHMENT_APPLICATION-pdfFiller (RES-2021-574 : Waive Encroachment Fee and Designate the

Coulterville Trunk or Treat Committee
PO BOX 56
Coulterville, Ca. 95311
(209)878-3792
redpity73gmail.com

September 29, 2021

To: Mariposa County Board of Supervisors

From: HettieJane Tyler, member of CTTC

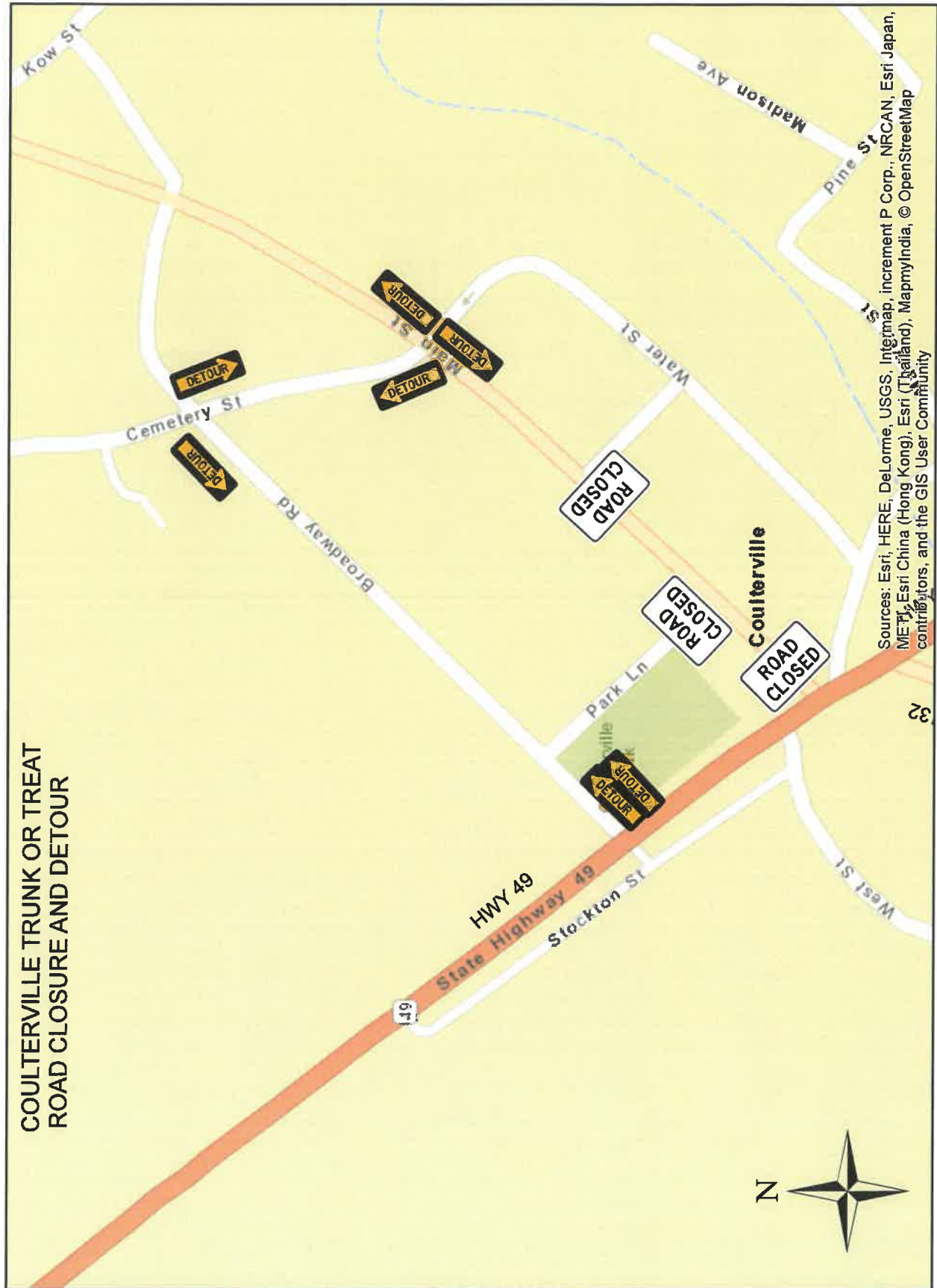
Re: Coulterville's Trunk or Treat

The Coulterville Trunk or Treat Committee is hosting the annual Trunk or Treat on October 29 from dusk until we run out of candy. The event is primarily focused on the first section of main street, from Hwy 49 up to Pine street. To ensure proper safety for the children and families, we've submitted a road closure permit request. We've submitted a safe detour plan and are arranging SCOPE and Sheriff's office assistance with our detour.

This is a free event being offered to our local children and community, organized by two individuals with a small budget. We would request consideration from the Board of Supervisors to waive the \$140 permit fee for this event, if possible.

Thank you so much for your assistance!

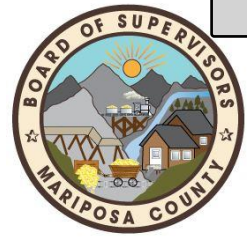
HettieJane Tyler
Bobbie Coleman





MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·



RESOLUTION - ACTION REQUESTED 2021-575

MEETING: October 12, 2021
 TO: The Board of Supervisors
 FROM: Keith Williams, Treasurer/Tax Collector
 RE: Statement of Votes

RECOMMENDATION AND JUSTIFICATION:

Approve the Statement of Votes Cast in the 2021 Gubernatorial Recall Election as Certified to the Secretary of State on October 4, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board passes a resolution accepting the Statement of All Votes Cast.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny request and refer the matter to the Secretary of State.

ATTACHMENTS:

Final Signed SOV (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

STATEMENT OF VOTES CAST

COUNTY OF MARIPOSA



CALIFORNIA GUBERNATORIAL RECALL ELECTION

September 14, 2021

Help America Vote Act of 2002 Certification of Elections Official

STATE OF CALIFORNIA }
COUNTY OF MARIPOSA } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat., 42 U.S.C. § 15483),

I, Keith M. Williams, Registrar of Voters for the County of Mariposa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal Election held on the 6th day of November, 2018 in the County of Mariposa, State of California, and all elections consolidated therewith.

*I hereby set my hand and official seal this 4th day of October, 2021
at the County of Mariposa.*



Registrar of Voters
County of Mariposa
State of California

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE SEPTEMBER 14, 2021,
CALIFORNIA GUBERNATORIAL RECALL ELECTION**

STATE OF CALIFORNIA

COUNTY OF Mariposa

SS.

I, Keith M. Williams, County Clerk/Registrar of Voters of County of Mariposa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the California Gubernatorial Recall Election held in said County on September 14, 2021, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 4th day of October, 2021, at the County of Mariposa



Keith M. Williams
County Clerk/Registrar of Voters
County of Mariposa
State of California

Canvass Certification of Elections Official
(09/2021)

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

Mariposa
Mariposa 2021 Recall Election
September 14, 2021
Final Results

	Registered Voters	Turnout	Recall Governor Candidates	
Total Registration and Turnout	11,895	8,784	(25 of 25 precincts reported)	
Recall Governor Question				
(25 of 25 precincts reported)				
YES	5,378	61.43%	DAN KAPELOVITZ	41 0.63%
NO	3,376	38.57%	KEVIN K. KAUL	0 0.00%
Total	8,754		CHAUNCEY "SLIM" KILLENS	3 0.05%
			KEVIN KILEY	178 2.75%
			PATRICK KILPATRICK	75 1.16%
			ANTHONY TRIMINO	28 0.43%
			JOEL VENTRESCA	101 1.56%
			KEVIN L. FAULCONER	386 5.97%
			RHONDA FURIN	8 0.12%
			ROBERT C. NEWMAN II	10 0.15%
			DENNIS RICHTER	7 0.11%
			BRANDON M. ROSS	162 2.50%
			SAM L. GALLUCCI	13 0.20%
			TED GAINES	86 1.33%
			CAITLYN JENNER	68 1.05%
			LEO S. ZACKY	8 0.12%
			JENNY RAE LE ROUX	20 0.31%
			DAVID LOZANO	4 0.06%
			STEVE CHAVEZ LODGE	14 0.22%
			MICHAEL LOEBS	13 0.20%
			DENIS LUCEY	5 0.08%
			DIEGO MARTINEZ	1 0.02%
			JEREMIAH "JEREMY" MARCINIAK	4 0.06%
			DANIEL MERCURI	9 0.14%
			JACQUELINE MCGOWAN	99 1.53%
			DAVID MOORE	15 0.23%
			DAVID ALEXANDER BRAMANTE	9 0.14%
			HOLLY L. BAADÉ	36 0.56%
			ANGELYNE	11 0.17%
			JAMES G. HANINK	2 0.03%
			DAVID HILLBERG	5 0.08%
			JEFF HEWITT	28 0.43%
			JOHN R. DRAKE	30 0.46%
			LARRY A. ELDER	4,086 63.14%
			KEVIN PAFFRATH	323 4.99%
			ADAM PAPAGAN	5 0.08%
			ARMANDO "MANDO" PEREZ-SERRATO	30 0.46%
			JOHN COX	375 5.80%
			HEATHER COLLINS	16 0.25%
			DANIEL WATTS	67 1.04%
			NICKOLAS WILDSTAR	6 0.09%
			SARAH STEPHENS	9 0.14%
			DENVER STONER	28 0.43%
			JOE M. SYMMON	1 0.02%
			MAJOR SINGH	7 0.11%
			DOUG OSE	39 0.60%
			Total	6,471

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Question 2 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 KAPLOVITZ DAN	2 KEVIN K. KAUL	2 CHANCEY SLIM KILLENS	2 KEVIN KILEY	2 PATRICK KILPATRICK	2 ANTHONY TRIMINO	2 JOEL VENTRESCA
1001	Election Day	304	0	0.00 %									
1001	Vote by Mail	304	228	75.00 %	24	204	3			2	3		6
1001	Provisional/CVR	304	0	0.00 %									
1001	Total	304	228	75.00 %	24	204	3			2	3		6
1002	Election Day	218	0	0.00 %									
1002	Vote by Mail	218	172	78.90 %	84	88	2			5	3	1	5
1002	Provisional/CVR	218	0	0.00 %									
1002	Total	218	172	78.90 %	84	88	2			5	3	1	5
1003	Election Day	619	0	0.00 %									
1003	Vote by Mail	619	457	73.83 %	243	212	3			5	1		11
1003	Provisional/CVR	619	0	0.00 %									
1003	Total	619	457	73.83 %	243	212	3			5	1		11
1004	Election Day	57	0	0.00 %									
1004	Vote by Mail	57	44	77.19 %	18	26							2
1004	Provisional/CVR	57	0	0.00 %									
1004	Total	57	44	77.19 %	18	26							2
1005	Election Day	358	0	0.00 %									
1005	Vote by Mail	358	224	62.57 %	51	173	4				5		10
1005	Provisional/CVR	358	1	0.28 %		1							
1005	Total	358	225	62.85 %	51	174	4				5		10
1006	Election Day	394	0	0.00 %									
1006	Vote by Mail	394	299	75.89 %	193	106	1			11	2		2
1006	Provisional/CVR	394	0	0.00 %									
1006	Total	394	299	75.89 %	193	106	1			11	2		2
2001	Election Day	13	0	0.00 %									
2001	Vote by Mail	13	12	92.31 %	4	8				1			
2001	Provisional/CVR	13	0	0.00 %									
2001	Total	13	12	92.31 %	4	8				1			
2002	Election Day	680	0	0.00 %									
2002	Vote by Mail	680	483	71.03 %	341	141				18	5	4	4
2002	Provisional/CVR	680	0	0.00 %									
2002	Total	680	483	71.03 %	341	141				18	5	4	4
2003	Election Day	845	2	0.24 %	2								
2003	Vote by Mail	845	587	69.47 %	393	193	1			20	8	1	5
2003	Provisional/CVR	845	0	0.00 %									
2003	Total	845	589	69.70 %	395	193	1			20	8	1	5
2005	Election Day	656	0	0.00 %									
2005	Vote by Mail	656	474	72.26 %	302	168	3			7	2		5
2005	Provisional/CVR	656	0	0.00 %									
2005	Total	656	474	72.26 %	302	168	3			7	2		5
3001	Election Day	692	0	0.00 %									
3001	Vote by Mail	692	519	75.00 %	378	137	1			19	3		6
3001	Provisional/CVR	692	0	0.00 %									
3001	Total	692	519	75.00 %	378	137	1			19	3		6
3002	Election Day	141	0	0.00 %									
3002	Vote by Mail	141	117	82.98 %	96	21				4	1	1	
3002	Provisional/CVR	141	0	0.00 %									
3002	Total	141	117	82.98 %	96	21				4	1	1	
3003	Election Day	525	0	0.00 %									

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Question 2 Recall Governor Candidates

					1	1		2	2	2	2	2	2	2
		Registered Voters	Voters Cast	Turnout (%)	YES	NO		DAN KAPELOVITZ	KEVIN K. KAUL	CHANCEY SLIM KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA
3003	Vote by Mail	525	398	75.81 %	239	158		1			5	7		5
3003	Provisional/CVR	525	1	0.19 %	1									
3003	Total	525	399	76.00 %	240	158		1			5	7		5
3004	Election Day	851	0	0.00 %										
3004	Vote by Mail	851	629	73.91 %	387	240		4		1	10	6		5
3004	Provisional/CVR	851	0	0.00 %										
3004	Total	851	629	73.91 %	387	240		4		1	10	6		5
3005	Election Day	74	0	0.00 %										
3005	Vote by Mail	74	63	85.14 %	56	7								
3005	Provisional/CVR	74	0	0.00 %										
3005	Total	74	63	85.14 %	56	7								
3006	Election Day	278	0	0.00 %										
3006	Vote by Mail	278	203	73.02 %	147	55				1	5	2		1
3006	Provisional/CVR	278	0	0.00 %										
3006	Total	278	203	73.02 %	147	55				1	5	2		1
4001	Election Day	647	0	0.00 %										
4001	Vote by Mail	647	455	70.32 %	296	155		1		1	15	3	3	7
4001	Provisional/CVR	647	0	0.00 %										
4001	Total	647	455	70.32 %	296	155		1		1	15	3	3	7
4002	Election Day	737	0	0.00 %										
4002	Vote by Mail	737	544	73.81 %	307	236		5			5	3		5
4002	Provisional/CVR	737	1	0.14 %	1									
4002	Total	737	545	73.95 %	308	236		5			5	3		5
4003	Election Day	534	0	0.00 %										
4003	Vote by Mail	534	371	69.48 %	193	177					7	4	3	4
4003	Provisional/CVR	534	1	0.19 %	1									
4003	Total	534	372	69.66 %	194	177					7	4	3	4
4004	Election Day	407	0	0.00 %										
4004	Vote by Mail	407	320	78.62 %	201	119		3			1	2		3
4004	Provisional/CVR	407	0	0.00 %										
4004	Total	407	320	78.62 %	201	119		3			1	2		3
5001	Election Day	575	0	0.00 %										
5001	Vote by Mail	575	451	78.43 %	306	144		3			13	2	5	4
5001	Provisional/CVR	575	1	0.17 %	1									
5001	Total	575	452	78.61 %	307	144		3			13	2	5	4
5002	Election Day	762	0	0.00 %										
5002	Vote by Mail	762	565	74.15 %	383	178		1			8	5	1	5
5002	Provisional/CVR	762	0	0.00 %										
5002	Total	762	565	74.15 %	383	178		1			8	5	1	5
5003	Election Day	139	0	0.00 %										
5003	Vote by Mail	139	103	74.10 %	44	59		4			3	3		
5003	Provisional/CVR	139	0	0.00 %										
5003	Total	139	103	74.10 %	44	59		4			3	3		
5004	Election Day	767	0	0.00 %										
5004	Vote by Mail	767	586	76.40 %	374	211					12	3	4	3
5004	Provisional/CVR	767	0	0.00 %										
5004	Total	767	586	76.40 %	374	211					12	3	4	3
5005	Election Day	622	0	0.00 %										
5005	Vote by Mail	622	472	75.88 %	311	159		1			2	2	5	3

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Question 2 Recall Governor Candidates

					1	1		2	2	2	2	2	2	2
		Registered Voters	Voters Cast	Turnout (%)	YES	NO		DAN KAPELOVITZ	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA
5005	Provisional/CVR	622	1	0.16 %	1									
5005	Total	622	473	76.05 %	312	159		1			2	2	5	3
Electionwide	Election Day	11895	2	0.02 %	2									
Electionwide	Vote by Mail	11895	8776	73.78 %	5371	3375		41		3	178	75	28	101
Electionwide	Provisional/CVR	11895	6	0.05 %	5	1								
Electionwide	Total	11895	8784	73.85 %	5378	3376		41		3	178	75	28	101
Total - Election Day		11895	2	0.02 %	2									
Total - Vote by Mail		11895	8776	73.78 %	5371	3375		41		3	178	75	28	101
Total - Provisional/CVR		11895	6	0.05 %	5	1								
Contest Total		11895	8784	73.85 %	5378	3376		41		3	178	75	28	101

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1 KEVIN L. FAULCONER	1 RHONDA FURIN	1 ROBERT C. NEWMAN II	1 DENNIS RICHTER	1 BRANDON M. ROSS	1 SAM L. GALLUCCI	1 TED GAINES	1 CAITLYN JENNER	1 LEO S. ZACKY	1 JENNY RAE LE ROUX
1001	Election Day	304	0	0.00 %										
1001	Vote by Mail	304	228	75.00 %	6			1	12			3		1
1001	Provisional/CVR	304	0	0.00 %										
1001	Total	304	228	75.00 %	6			1	12			3		1
1002	Election Day	218	0	0.00 %										
1002	Vote by Mail	218	172	78.90 %	10		1		5		1	1		
1002	Provisional/CVR	218	0	0.00 %										
1002	Total	218	172	78.90 %	10		1		5		1	1		
1003	Election Day	619	0	0.00 %										
1003	Vote by Mail	619	457	73.83 %	25			1	7	1	2	3	1	1
1003	Provisional/CVR	619	0	0.00 %										
1003	Total	619	457	73.83 %	25			1	7	1	2	3	1	1
1004	Election Day	57	0	0.00 %										
1004	Vote by Mail	57	44	77.19 %	5						2			
1004	Provisional/CVR	57	0	0.00 %										
1004	Total	57	44	77.19 %	5						2			
1005	Election Day	358	0	0.00 %										
1005	Vote by Mail	358	224	62.57 %	1			1	8		3	2		1
1005	Provisional/CVR	358	1	0.28 %										
1005	Total	358	225	62.85 %	1			1	8		3	2		1
1006	Election Day	394	0	0.00 %										
1006	Vote by Mail	394	299	75.89 %	8		1		6		3	1		
1006	Provisional/CVR	394	0	0.00 %										
1006	Total	394	299	75.89 %	8		1		6		3	1		
2001	Election Day	13	0	0.00 %										
2001	Vote by Mail	13	12	92.31 %										
2001	Provisional/CVR	13	0	0.00 %										
2001	Total	13	12	92.31 %										
2002	Election Day	680	0	0.00 %										
2002	Vote by Mail	680	483	71.03 %	21	1	3		3	1	12	6	1	
2002	Provisional/CVR	680	0	0.00 %										
2002	Total	680	483	71.03 %	21	1	3		3	1	12	6	1	
2003	Election Day	845	2	0.24 %										
2003	Vote by Mail	845	587	69.47 %	20			1	5		4	8	1	2
2003	Provisional/CVR	845	0	0.00 %										
2003	Total	845	589	69.70 %	20			1	5		4	8	1	2
2005	Election Day	656	0	0.00 %										
2005	Vote by Mail	656	474	72.26 %	10	1			15	2	11	3		1
2005	Provisional/CVR	656	0	0.00 %										
2005	Total	656	474	72.26 %	10	1			15	2	11	3		1
3001	Election Day	692	0	0.00 %										
3001	Vote by Mail	692	519	75.00 %	37				5		1	5		
3001	Provisional/CVR	692	0	0.00 %										
3001	Total	692	519	75.00 %	37				5		1	5		
3002	Election Day	141	0	0.00 %										
3002	Vote by Mail	141	117	82.98 %	3							1		
3002	Provisional/CVR	141	0	0.00 %										
3002	Total	141	117	82.98 %	3							1		
3003	Election Day	525	0	0.00 %										

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1 KEVIN L. FAULCONER	1 RHONDA FURIN	1 ROBERT C. NEWMAN II	1 DENNIS RICHTER	1 BRANDON M. ROSS	1 SAM L. GALLUCCI	1 TED GAINES	1 CAITLYN JENNER	1 LEO S. ZACKY	1 JENNY RAE LE ROUX
3003	Vote by Mail	525	398	75.81 %	19	2			7	1	5	5		
3003	Provisional/CVR	525	1	0.19 %										
3003	Total	525	399	76.00 %	19	2			7	1	5	5		
3004	Election Day	851	0	0.00 %										
3004	Vote by Mail	851	629	73.91 %	30	1		1	10		5	10		1
3004	Provisional/CVR	851	0	0.00 %										
3004	Total	851	629	73.91 %	30	1		1	10		5	10		1
3005	Election Day	74	0	0.00 %										
3005	Vote by Mail	74	63	85.14 %	3						4			
3005	Provisional/CVR	74	0	0.00 %										
3005	Total	74	63	85.14 %	3						4			
3006	Election Day	278	0	0.00 %										
3006	Vote by Mail	278	203	73.02 %	8				1			1		
3006	Provisional/CVR	278	0	0.00 %										
3006	Total	278	203	73.02 %	8				1			1		
4001	Election Day	647	0	0.00 %										
4001	Vote by Mail	647	455	70.32 %	22	2			5		7	2		1
4001	Provisional/CVR	647	0	0.00 %										
4001	Total	647	455	70.32 %	22	2			5		7	2		1
4002	Election Day	737	0	0.00 %										
4002	Vote by Mail	737	544	73.81 %	19		1		13		3	2	2	2
4002	Provisional/CVR	737	1	0.14 %										
4002	Total	737	545	73.95 %	19		1		13		3	2	2	2
4003	Election Day	534	0	0.00 %										
4003	Vote by Mail	534	371	69.48 %	25				15					1
4003	Provisional/CVR	534	1	0.19 %										
4003	Total	534	372	69.66 %	25				15					1
4004	Election Day	407	0	0.00 %										
4004	Vote by Mail	407	320	78.62 %	15		2		3			3		1
4004	Provisional/CVR	407	0	0.00 %										
4004	Total	407	320	78.62 %	15		2		3			3		1
5001	Election Day	575	0	0.00 %										
5001	Vote by Mail	575	451	78.43 %	20		1		8		2	4		2
5001	Provisional/CVR	575	1	0.17 %										
5001	Total	575	452	78.61 %	20		1		8		2	4		2
5002	Election Day	762	0	0.00 %										
5002	Vote by Mail	762	565	74.15 %	27			1	15	2	6	1	1	1
5002	Provisional/CVR	762	0	0.00 %										
5002	Total	762	565	74.15 %	27			1	15	2	6	1	1	1
5003	Election Day	139	0	0.00 %										
5003	Vote by Mail	139	103	74.10 %	1				3					
5003	Provisional/CVR	139	0	0.00 %										
5003	Total	139	103	74.10 %	1				3					
5004	Election Day	767	0	0.00 %										
5004	Vote by Mail	767	586	76.40 %	23	1	1	1	5	2	10	2	2	3
5004	Provisional/CVR	767	0	0.00 %										
5004	Total	767	586	76.40 %	23	1	1	1	5	2	10	2	2	3
5005	Election Day	622	0	0.00 %										
5005	Vote by Mail	622	472	75.88 %	28				11	4	5	5		2

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

Mariposa

District Canvass

Mariposa 2021 Recall Election

September 14, 2021

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1 KEVIN L. FAULCONER	1 RHONDA FURIN	1 ROBERT C. NEWMAN II	1 DENNIS RICHTER	1 BRANDON M. ROSS	1 SAM L. GALLUCCI	1 TED GAINES	1 CAITLYN JENNER	1 LEO S. ZACKY	1 JENNY RAE LE ROUX
5005	Provisional/CVR	622	1	0.16 %										
5005	Total	622	473	76.05 %	28				11	4	5	5		2
Electionwide	Election Day	11895	2	0.02 %										
Electionwide	Vote by Mail	11895	8776	73.78 %	386	8	10	7	162	13	86	68	8	20
Electionwide	Provisional/CVR	11895	6	0.05 %										
Electionwide	Total	11895	8784	73.85 %	386	8	10	7	162	13	86	68	8	20
Total - Election Day		11895	2	0.02 %										
Total - Vote by Mail		11895	8776	73.78 %	386	8	10	7	162	13	86	68	8	20
Total - Provisional/CVR		11895	6	0.05 %										
Contest Total		11895	8784	73.85 %	386	8	10	7	162	13	86	68	8	20

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1	1	1	1	1	1	1	1	1	1
					DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBB	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN	DAVID MOORE	DAVID ALEXANDER BRAMANTE
1001	Election Day	304	0	0.00 %										
1001	Vote by Mail	304	228	75.00 %			2					9	1	
1001	Provisional/CVR	304	0	0.00 %										
1001	Total	304	228	75.00 %			2					9	1	
1002	Election Day	218	0	0.00 %										
1002	Vote by Mail	218	172	78.90 %		1						2		
1002	Provisional/CVR	218	0	0.00 %										
1002	Total	218	172	78.90 %		1						2		
1003	Election Day	619	0	0.00 %										
1003	Vote by Mail	619	457	73.83 %			4				1	9		1
1003	Provisional/CVR	619	0	0.00 %										
1003	Total	619	457	73.83 %			4				1	9		1
1004	Election Day	57	0	0.00 %										
1004	Vote by Mail	57	44	77.19 %										
1004	Provisional/CVR	57	0	0.00 %										
1004	Total	57	44	77.19 %										
1005	Election Day	358	0	0.00 %										
1005	Vote by Mail	358	224	62.57 %				1		1		5		
1005	Provisional/CVR	358	1	0.28 %										
1005	Total	358	225	62.85 %				1		1		5		
1006	Election Day	394	0	0.00 %										
1006	Vote by Mail	394	299	75.89 %								3	1	
1006	Provisional/CVR	394	0	0.00 %										
1006	Total	394	299	75.89 %								3	1	
2001	Election Day	13	0	0.00 %										
2001	Vote by Mail	13	12	92.31 %										
2001	Provisional/CVR	13	0	0.00 %										
2001	Total	13	12	92.31 %										
2002	Election Day	680	0	0.00 %										
2002	Vote by Mail	680	483	71.03 %			3				5	8	1	
2002	Provisional/CVR	680	0	0.00 %										
2002	Total	680	483	71.03 %			3				5	8	1	
2003	Election Day	845	2	0.24 %										
2003	Vote by Mail	845	587	69.47 %	1	1	1					5		1
2003	Provisional/CVR	845	0	0.00 %										
2003	Total	845	589	69.70 %	1	1	1					5		1
2005	Election Day	656	0	0.00 %										
2005	Vote by Mail	656	474	72.26 %			2					12	1	1
2005	Provisional/CVR	656	0	0.00 %										
2005	Total	656	474	72.26 %			2					12	1	1
3001	Election Day	692	0	0.00 %										
3001	Vote by Mail	692	519	75.00 %	1	1		1				2	1	1
3001	Provisional/CVR	692	0	0.00 %										
3001	Total	692	519	75.00 %	1	1		1				2	1	1
3002	Election Day	141	0	0.00 %										
3002	Vote by Mail	141	117	82.98 %							1			
3002	Provisional/CVR	141	0	0.00 %										
3002	Total	141	117	82.98 %							1			

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1	1	1	1	1	1	1	1	1	1
					DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN	DAVID MOORE	DAVID ALEXANDER BRAMANTE
3003	Election Day	525	0	0.00 %										
3003	Vote by Mail	525	398	75.81 %				1			2	4		
3003	Provisional/CVR	525	1	0.19 %										
3003	Total	525	399	76.00 %				1			2	4		
3004	Election Day	851	0	0.00 %										
3004	Vote by Mail	851	629	73.91 %		2				1		8	2	1
3004	Provisional/CVR	851	0	0.00 %										
3004	Total	851	629	73.91 %		2				1		8	2	1
3005	Election Day	74	0	0.00 %										
3005	Vote by Mail	74	63	85.14 %										
3005	Provisional/CVR	74	0	0.00 %										
3005	Total	74	63	85.14 %										
3006	Election Day	278	0	0.00 %										
3006	Vote by Mail	278	203	73.02 %		4						1	1	
3006	Provisional/CVR	278	0	0.00 %										
3006	Total	278	203	73.02 %		4						1	1	
4001	Election Day	647	0	0.00 %										
4001	Vote by Mail	647	455	70.32 %		2						7	1	
4001	Provisional/CVR	647	0	0.00 %										
4001	Total	647	455	70.32 %		2						7	1	
4002	Election Day	737	0	0.00 %										
4002	Vote by Mail	737	544	73.81 %		1						1		1
4002	Provisional/CVR	737	1	0.14 %										
4002	Total	737	545	73.95 %		1						1		1
4003	Election Day	534	0	0.00 %										
4003	Vote by Mail	534	371	69.48 %								4	1	
4003	Provisional/CVR	534	1	0.19 %										
4003	Total	534	372	69.66 %								4	1	
4004	Election Day	407	0	0.00 %										
4004	Vote by Mail	407	320	78.62 %		1		1		2		1	2	
4004	Provisional/CVR	407	0	0.00 %										
4004	Total	407	320	78.62 %		1		1		2		1	2	
5001	Election Day	575	0	0.00 %										
5001	Vote by Mail	575	451	78.43 %			1	1	1			7		3
5001	Provisional/CVR	575	1	0.17 %										
5001	Total	575	452	78.61 %			1	1	1			7		3
5002	Election Day	762	0	0.00 %										
5002	Vote by Mail	762	565	74.15 %	2									
5002	Provisional/CVR	762	0	0.00 %										
5002	Total	762	565	74.15 %	2									
5003	Election Day	139	0	0.00 %										
5003	Vote by Mail	139	103	74.10 %								1	1	
5003	Provisional/CVR	139	0	0.00 %										
5003	Total	139	103	74.10 %								1	1	
5004	Election Day	767	0	0.00 %										
5004	Vote by Mail	767	586	76.40 %								9	2	
5004	Provisional/CVR	767	0	0.00 %										
5004	Total	767	586	76.40 %								9	2	

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1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1	1	1	1	1	1	1	1	1	1
					DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN	DAVID MOORE	DAVID ALEXANDER BRAMANTE
5005	Election Day	622	0	0.00 %										
5005	Vote by Mail	622	472	75.88 %								1		
5005	Provisional/CVR	622	1	0.16 %										
5005	Total	622	473	76.05 %								1		
Electionwide	Election Day	11895	2	0.02 %										
Electionwide	Vote by Mail	11895	8776	73.78 %	4	14	13	5	1	4	9	99	15	9
Electionwide	Provisional/CVR	11895	6	0.05 %										
Electionwide	Total	11895	8784	73.85 %	4	14	13	5	1	4	9	99	15	9
Total - Election Day		11895	2	0.02 %										
Total - Vote by Mail		11895	8776	73.78 %	4	14	13	5	1	4	9	99	15	9
Total - Provisional/CVR		11895	6	0.05 %										
Contest Total		11895	8784	73.85 %	4	14	13	5	1	4	9	99	15	9

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	HOLLY L. BADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PARAGAN	ARMANDO "MANDO" PEREZ-SERRATO
1001	Election Day	304	0	0.00 %										
1001	Vote by Mail	304	228	75.00 %	1				2	4	13	24	1	3
1001	Provisional/CVR	304	0	0.00 %										
1001	Total	304	228	75.00 %	1				2	4	13	24	1	3
1002	Election Day	218	0	0.00 %										
1002	Vote by Mail	218	172	78.90 %	1						55	7		
1002	Provisional/CVR	218	0	0.00 %										
1002	Total	218	172	78.90 %	1						55	7		
1003	Election Day	619	0	0.00 %										
1003	Vote by Mail	619	457	73.83 %	3	3			2	4	187	17	1	2
1003	Provisional/CVR	619	0	0.00 %										
1003	Total	619	457	73.83 %	3	3			2	4	187	17	1	2
1004	Election Day	57	0	0.00 %										
1004	Vote by Mail	57	44	77.19 %							13	5		
1004	Provisional/CVR	57	0	0.00 %										
1004	Total	57	44	77.19 %							13	5		
1005	Election Day	358	0	0.00 %										
1005	Vote by Mail	358	224	62.57 %						2	39	21		3
1005	Provisional/CVR	358	1	0.28 %										
1005	Total	358	225	62.85 %						2	39	21		3
1006	Election Day	394	0	0.00 %										
1006	Vote by Mail	394	299	75.89 %	5				1		150	10		
1006	Provisional/CVR	394	0	0.00 %										
1006	Total	394	299	75.89 %	5				1		150	10		
2001	Election Day	13	0	0.00 %										
2001	Vote by Mail	13	12	92.31 %										
2001	Provisional/CVR	13	0	0.00 %										
2001	Total	13	12	92.31 %										
2002	Election Day	680	0	0.00 %										
2002	Vote by Mail	680	483	71.03 %	1	1			2	2	233	10		2
2002	Provisional/CVR	680	0	0.00 %										
2002	Total	680	483	71.03 %	1	1			2	2	233	10		2
2003	Election Day	845	2	0.24 %							2			
2003	Vote by Mail	845	587	69.47 %	5				2	2	288	14		4
2003	Provisional/CVR	845	0	0.00 %										
2003	Total	845	589	69.70 %	5				2	2	290	14		4
2005	Election Day	656	0	0.00 %										
2005	Vote by Mail	656	474	72.26 %	2		1		3		230	6		1
2005	Provisional/CVR	656	0	0.00 %										
2005	Total	656	474	72.26 %	2		1		3		230	6		1
3001	Election Day	692	0	0.00 %										
3001	Vote by Mail	692	519	75.00 %	2		1			5	295	17		
3001	Provisional/CVR	692	0	0.00 %										
3001	Total	692	519	75.00 %	2		1			5	295	17		
3002	Election Day	141	0	0.00 %										
3002	Vote by Mail	141	117	82.98 %							85	4		
3002	Provisional/CVR	141	0	0.00 %										

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1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1	1	1	1	1	1	1	1	1	1
					HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
3002	Total	141	117	82.98 %							85	4		
3003	Election Day	525	0	0.00 %										
3003	Vote by Mail	525	398	75.81 %	1		1		1	4	172	14		3
3003	Provisional/CVR	525	1	0.19 %							1			
3003	Total	525	399	76.00 %	1		1		1	4	173	14		3
3004	Election Day	851	0	0.00 %										
3004	Vote by Mail	851	629	73.91 %	2			2	2	2	285	37		2
3004	Provisional/CVR	851	0	0.00 %										
3004	Total	851	629	73.91 %	2			2	2	2	285	37		2
3005	Election Day	74	0	0.00 %										
3005	Vote by Mail	74	63	85.14 %							48			
3005	Provisional/CVR	74	0	0.00 %										
3005	Total	74	63	85.14 %							48			
3006	Election Day	278	0	0.00 %										
3006	Vote by Mail	278	203	73.02 %					1	1	108			1
3006	Provisional/CVR	278	0	0.00 %										
3006	Total	278	203	73.02 %					1	1	108			1
4001	Election Day	647	0	0.00 %										
4001	Vote by Mail	647	455	70.32 %		1				1	216	20	1	
4001	Provisional/CVR	647	0	0.00 %										
4001	Total	647	455	70.32 %		1				1	216	20	1	
4002	Election Day	737	0	0.00 %										
4002	Vote by Mail	737	544	73.81 %	3				3	1	247	29		1
4002	Provisional/CVR	737	1	0.14 %										
4002	Total	737	545	73.95 %	3				3	1	247	29		1
4003	Election Day	534	0	0.00 %										
4003	Vote by Mail	534	371	69.48 %	1	2					152	12	1	3
4003	Provisional/CVR	534	1	0.19 %							1			
4003	Total	534	372	69.66 %	1	2					153	12	1	3
4004	Election Day	407	0	0.00 %										
4004	Vote by Mail	407	320	78.62 %		1			3		158	6		
4004	Provisional/CVR	407	0	0.00 %										
4004	Total	407	320	78.62 %		1			3		158	6		
5001	Election Day	575	0	0.00 %										
5001	Vote by Mail	575	451	78.43 %	3	2			2	1	235	5	1	1
5001	Provisional/CVR	575	1	0.17 %							1			
5001	Total	575	452	78.61 %	3	2			2	1	236	5	1	1
5002	Election Day	762	0	0.00 %										
5002	Vote by Mail	762	565	74.15 %	3			1	1	1	298	19		
5002	Provisional/CVR	762	0	0.00 %										
5002	Total	762	565	74.15 %	3			1	1	1	298	19		
5003	Election Day	139	0	0.00 %										
5003	Vote by Mail	139	103	74.10 %					1		36	3		
5003	Provisional/CVR	139	0	0.00 %										
5003	Total	139	103	74.10 %					1		36	3		
5004	Election Day	767	0	0.00 %										
5004	Vote by Mail	767	586	76.40 %	1	1		1	1		293	21		3

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

					1	1	1	1	1	1	1	1	1	1
		Registered Voters	Voters Cast	Turnout (%)	HOLLY L. BAADÉ	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
5004	Provisional/CVR	767	0	0.00 %										
5004	Total	767	586	76.40 %	1	1		1	1		293	21		3
5005	Election Day	622	0	0.00 %										
5005	Vote by Mail	622	472	75.88 %	2				1		244	22		1
5005	Provisional/CVR	622	1	0.16 %							1			
5005	Total	622	473	76.05 %	2				1		245	22		1
Electionwide	Election Day	11895	2	0.02 %							2			
Electionwide	Vote by Mail	11895	8776	73.78 %	36	11	2	5	28	30	4080	323	5	30
Electionwide	Provisional/CVR	11895	6	0.05 %							4			
Electionwide	Total	11895	8784	73.85 %	36	11	2	5	28	30	4086	323	5	30
Total - Election Day		11895	2	0.02 %							2			
Total - Vote by Mail		11895	8776	73.78 %	36	11	2	5	28	30	4080	323	5	30
Total - Provisional/CVR		11895	6	0.05 %							4			
Contest Total		11895	8784	73.85 %	36	11	2	5	28	30	4086	323	5	30

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1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1 JOHN COX	1 HEATHER COLLINS	1 DANIEL WATTS	1 NICKOLAS WILDSTAR	1 SARAH STEPHENS	1 DENVER STONER	1 JOE M. SYMMON	1 MAJOR SINGH	1 DOUG OSE
1001	Election Day	304	0	0.00 %									
1001	Vote by Mail	304	228	75.00 %	2	1							
1001	Provisional/CVR	304	0	0.00 %									
1001	Total	304	228	75.00 %	2	1							
1002	Election Day	218	0	0.00 %									
1002	Vote by Mail	218	172	78.90 %	12	2	3						
1002	Provisional/CVR	218	0	0.00 %									
1002	Total	218	172	78.90 %	12	2	3						
1003	Election Day	619	0	0.00 %									
1003	Vote by Mail	619	457	73.83 %	10	1	5					1	2
1003	Provisional/CVR	619	0	0.00 %									
1003	Total	619	457	73.83 %	10	1	5					1	2
1004	Election Day	57	0	0.00 %									
1004	Vote by Mail	57	44	77.19 %			1						
1004	Provisional/CVR	57	0	0.00 %									
1004	Total	57	44	77.19 %			1						
1005	Election Day	358	0	0.00 %									
1005	Vote by Mail	358	224	62.57 %	3	1	2						1
1005	Provisional/CVR	358	1	0.28 %			1						
1005	Total	358	225	62.85 %	3	1	3						1
1006	Election Day	394	0	0.00 %									
1006	Vote by Mail	394	299	75.89 %	12		4		1				
1006	Provisional/CVR	394	0	0.00 %									
1006	Total	394	299	75.89 %	12		4		1				
2001	Election Day	13	0	0.00 %									
2001	Vote by Mail	13	12	92.31 %	2		1			1			
2001	Provisional/CVR	13	0	0.00 %									
2001	Total	13	12	92.31 %	2		1			1			
2002	Election Day	680	0	0.00 %									
2002	Vote by Mail	680	483	71.03 %	17		3	1		3		2	3
2002	Provisional/CVR	680	0	0.00 %									
2002	Total	680	483	71.03 %	17		3	1		3		2	3
2003	Election Day	845	2	0.24 %									
2003	Vote by Mail	845	587	69.47 %	42	1	2		1	6		1	4
2003	Provisional/CVR	845	0	0.00 %									
2003	Total	845	589	69.70 %	42	1	2		1	6		1	4
2005	Election Day	656	0	0.00 %									
2005	Vote by Mail	656	474	72.26 %	27		5						4
2005	Provisional/CVR	656	0	0.00 %									
2005	Total	656	474	72.26 %	27		5						4
3001	Election Day	692	0	0.00 %									
3001	Vote by Mail	692	519	75.00 %	19	1	5	1		1	1		1
3001	Provisional/CVR	692	0	0.00 %									
3001	Total	692	519	75.00 %	19	1	5	1		1	1		1
3002	Election Day	141	0	0.00 %									
3002	Vote by Mail	141	117	82.98 %	2		2						
3002	Provisional/CVR	141	0	0.00 %									
3002	Total	141	117	82.98 %	2		2						
3003	Election Day	525	0	0.00 %									

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

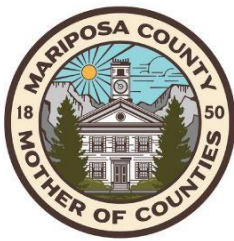
		Registered Voters	Voters Cast	Turnout (%)	1 JOHN COX	1 HEATHER COLLINS	1 DANIEL WATTS	1 NICKOLAS WILDSTAR	1 SARAH STEPHENS	1 DENVER STONER	1 JOE M. SYMMON	1 MAJOR SINGH	1 DOUG OSE
3003	Vote by Mail	525	398	75.81 %	23	2	2		3				3
3003	Provisional/CVR	525	1	0.19 %									
3003	Total	525	399	76.00 %	23	2	2		3				3
3004	Election Day	851	0	0.00 %									
3004	Vote by Mail	851	629	73.91 %	34	1	7	4	1	1			1
3004	Provisional/CVR	851	0	0.00 %									
3004	Total	851	629	73.91 %	34	1	7	4	1	1			1
3005	Election Day	74	0	0.00 %									
3005	Vote by Mail	74	63	85.14 %						1			
3005	Provisional/CVR	74	0	0.00 %									
3005	Total	74	63	85.14 %						1			
3006	Election Day	278	0	0.00 %									
3006	Vote by Mail	278	203	73.02 %	11	1			2	1			
3006	Provisional/CVR	278	0	0.00 %									
3006	Total	278	203	73.02 %	11	1			2	1			
4001	Election Day	647	0	0.00 %									
4001	Vote by Mail	647	455	70.32 %	24		4					2	3
4001	Provisional/CVR	647	0	0.00 %									
4001	Total	647	455	70.32 %	24		4					2	3
4002	Election Day	737	0	0.00 %									
4002	Vote by Mail	737	544	73.81 %	18	1	2			4			3
4002	Provisional/CVR	737	1	0.14 %	1								
4002	Total	737	545	73.95 %	19	1	2			4			3
4003	Election Day	534	0	0.00 %									
4003	Vote by Mail	534	371	69.48 %	15		1						2
4003	Provisional/CVR	534	1	0.19 %									
4003	Total	534	372	69.66 %	15		1						2
4004	Election Day	407	0	0.00 %									
4004	Vote by Mail	407	320	78.62 %	18	1	1		1	3		1	
4004	Provisional/CVR	407	0	0.00 %									
4004	Total	407	320	78.62 %	18	1	1		1	3		1	
5001	Election Day	575	0	0.00 %									
5001	Vote by Mail	575	451	78.43 %	12	2	2			2			6
5001	Provisional/CVR	575	1	0.17 %									
5001	Total	575	452	78.61 %	12	2	2			2			6
5002	Election Day	762	0	0.00 %									
5002	Vote by Mail	762	565	74.15 %	36		3			2			1
5002	Provisional/CVR	762	0	0.00 %									
5002	Total	762	565	74.15 %	36		3			2			1
5003	Election Day	139	0	0.00 %									
5003	Vote by Mail	139	103	74.10 %	4								
5003	Provisional/CVR	139	0	0.00 %									
5003	Total	139	103	74.10 %	4								
5004	Election Day	767	0	0.00 %									
5004	Vote by Mail	767	586	76.40 %	13	1	7			2			4
5004	Provisional/CVR	767	0	0.00 %									
5004	Total	767	586	76.40 %	13	1	7			2			4
5005	Election Day	622	0	0.00 %									
5005	Vote by Mail	622	472	75.88 %	18		4			1			1

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)

1 Recall Governor Candidates

		Registered Voters	Voters Cast	Turnout (%)	1	1	1	1	1	1	1	1	1
					JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE
5005	Provisional/CVR	622	1	0.16 %									
5005	Total	622	473	76.05 %	18		4			1			1
Electionwide	Election Day	11895	2	0.02 %									
Electionwide	Vote by Mail	11895	8776	73.78 %	374	16	66	6	9	28	1	7	39
Electionwide	Provisional/CVR	11895	6	0.05 %	1		1						
Electionwide	Total	11895	8784	73.85 %	375	16	67	6	9	28	1	7	39
Total - Election Day		11895	2	0.02 %									
Total - Vote by Mail		11895	8776	73.78 %	374	16	66	6	9	28	1	7	39
Total - Provisional/CVR		11895	6	0.05 %	1		1						
Contest Total		11895	8784	73.85 %	375	16	67	6	9	28	1	7	39

Attachment: Final Signed SOV (RES-2021-575 : Statement of Votes)



MARIPOSA COUNTY

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

October 5, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisors	Present	9:00 AM
Marshall Long	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 Long led the Pledge.

C. Introductions

None.

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

No public input. Supervisor Sweeney discussed the need for Minute Orders to have deadlines and suggested a way to deal with the existing Minute Orders. In response to a suggestion from Chair Long, Supervisor Sweeney agreed to work with the Clerk of the Board on a Discussion and Direction item regarding the issue.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-550

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-551

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. Sheriff's Office RES-2021-552

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. Board of Supervisors RES-2021-553

Adopt a Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the Program and Execute Grant Contracts, If Awarded

CA5. Building 2021-86

Appoint Brooke Hanner to Represent District 1 on the Building Department Advisory and Appeals Board with a Term Expiring January 2, 2023 to Coincide with the Term of District I Supervisor

CA6. Clerk of the Board of Supervisors (ID # 12188)

Receive Tracking List of Open Minute Orders

CA7. Fire RES-2021-554

Adopt a Resolution Approving the Grant Agreement for Rural Fire Capacity (RFC) Grant Funds from the California Department of Forestry and Fire Protection (CAL FIRE) for Up to \$19,998.75 for Additional Funding of Personal Protective Clothing and Equipment; and Authorize the Board Chair to Sign the Agreement and Certification, and Any Additional Documents Pertinent to These Grant Funds (Subject to Approval as to Legal Form by County Counsel)

CA8. Health and Human Services 2021-87

Appoint Stacey Lynch to the In-Home Supportive Services (IHSS) Advisory Committee with a Term Expiration Date of October 5, 2025

CA9. HHS/Behavioral Health & Recovery Services RES-2021-555

Approve Second Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by \$6,000 to a New Amount Not to Exceed \$106,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. HHS/Fiscal RES-2021-556

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Housing Grants Fund Budget for Revenue to be Received Under the Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) (\$197,510) 4/5ths Vote Required

CA11. Planning 2021-88

Appoint Abby Miller as a Voting Member Representing the Practicing Artists and Creator Category to the Creative Placemaking Strategy Advisory Committee (CPSAC) to Fill an Unexpired Term Ending February 28, 2023

CA12. Public Works RES-2021-557

Approve Budget Action Transferring Funds Within the Public Works Department for the Triangle Road STIP Project (\$250,000)

CA13. Public Works RES-2021-558

Approve Budget Action Increasing Revenue and Appropriations in the Public Works and Transportation Department Recognizing Unanticipated Grant Program Funding from the Airport Coronavirus Response Grant Program (ACRGP) (\$13,000) 4/5ths Vote Required

CA14. Sheriff's Office RES-2021-559

Approve a Multi-Year Agreement for Use of Subscription Material with Lexipol for Agency Wide Policy Management and Training Platforms; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions

1. Board of Supervisors 2021-89

Proclaim October 11, 2021 as "Indigenous Peoples' Day" (Sandra Chapman and Tara Fouch-Moore, Southern Sierra Miwuk Nation) Tribal Chair Sandra Chapman and Tribal Secretary Tara Fouch-Moore

Sandra Rhoan-Chapman/Southern Sierra Miwuk Counsel Chair gave the report with the assistance of Lisa Parker and requested that this be made an annual event. Cara Goger/Mariposa County Arts Council Executive Director spoke in support of the item during public comment. Supervisor Long noted that he likes the annual proclamation because it acts a reminder. Supervisor Smallcombe discussed her personal history and some of the ways in which she has assisted the Southern Sierra Miwuk with their efforts to gain federal recognition. Supervisor Forsythe discussed the value of the tribe.

Chair Long presented the Proclamation to Ms. Chapman and Ms. Parker.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, Wayne Forsythe

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Board of Supervisors 2021-90

Proclaim October 2021 as "Domestic Violence Awareness Month" (Isamar Gonzalez, Mountain Crisis Services)

Kristin Fiester/Mountain Crisis Program Director gave the report, and introduced Isamar Gonzalez/Advocate who discussed October events. During public comment, Walter Wall/District Attorney and Pete Judy/Chief Probation Officer spoke in support

of the item.

Chair Long presented the Proclamation to Ms. Fiester and Ms. Gonzalez.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. HHS/Public Health 2021-91

Proclaim the Month of October 2021 as "Breast Cancer Awareness Month" and October 15Th as "Mammography Day"

Kristina Allen/Deputy Director Public Health introduced Gonzalo Tafoya, David Williams, and Therese Williams from John C. Fremont Healthcare District (JCFHD) who gave the report. Matthew Matthiessen/JCFHD CEO spoke in support of the item during public comment.

Chair Long presented the Proclamation to Ms. Williams, Mr. Williams, and Mr. Tafoya.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer discussed his experience when he contracted COVID-19, and noted that it speaks to the importance and effects of isolation, early recognition, and early quarantining. Dr. Sergienko also reported on the current number of active cases, advising that we are slowly coming down from the peak numbers that occurred after the Fair; and advised of cases reported within the school district which led to the reinstatement of active screen as students arrive. Dr. Sergienko also reported that the State Health Officer issued a health order last week that mandates that IHSS workers, who are not family members or living in the home, must be vaccinated; and advised that the HHSA team has already reached out to that group of local workers, and noted that he thinks the number of people affected will be very small. Dr. Sergienko and Supervisor Smallcombe discussed the medical process being followed in regards to vaccines for children in the 5 to 11 year old age group. Dr. Sergienko then reported as the Air Pollution Control Officer noting that smoke particulate has been high but that rain is expected on Friday which will help to clear some of that away; and encouraged people to set up a clean air space indoors, and to limit their time outdoors.

Steve Ward/Mariposa County Fire - CAL FIRE Chief advised that this is Fire Prevention Week and discussed some resources that have been developed for the schools, and advised of station open houses to be held this Thursday between 6:00 and 8:00 PM at the Midpines station, and on October 14th between 6:00 PM and 8:00 PM at the Lushmeadows station. Chief Ward also cautioned people that rain and cooler temperatures do not signal open burning; and reminded that some of our most

devastating fires have occurred in the month of October.

Shannon Hansen/Interim Public Works Director advised that the Triangle Road overlay will start on Monday running into November, and will be ongoing Mondays through Fridays from 7:00 AM to 5:00 PM between Darrah and Carleton Roads.

Jacob Hawley/Mariposa Visitor Center Operations Manager advised that no reservations are needed to enter Yosemite National Park anymore.

Matthew Matthiessen noted that health worker mandates went into effect at John C. Fremont Healthcare District on October 1st and reported that they are in full compliance with it. He also noted that it will not affect the care or quality of their care. Mr. Matthiessen also advised of receiving word that their lab and skilled nursing facility (SNF) have passed industry checks with flying colors. Mr. Matthiessen also advised that the district provides premiere mammography services utilizing digital and 3-D equipment; noted that the radiologist reading the results is a specialist in reading mammography; and advised that same-day or walk-in appointments are also available. Mr. Matthiessen also advised that last Thursday, September 30th was the 70th Anniversary of the dedication of the John C. Fremont Hospital.

Therese Williams/JCFHD Public Information Specialist advised that they will be having a celebration at some point, and requested any stories about the hospital that people are willing to share as they are looking to create a memory lane display.

G. Public Comment on Non-Agenda Items

None.

H. Announcement and Recess

Chair Long noted that the Board will need to move into closed session at 11:20 AM, so items not considered this morning will be moved to the afternoon.

10:28 AM Chair Long recessed the meeting for a brief break and reconvened at 10:33 AM.

Recess Board of Supervisors

10:33 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:33 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works (ID # 12027)

Receive Presentation from Walker Consultants on the Final Draft Short Range Transit Plan (SRTP)

Jeannie Morvay-Clayton/Transportation Planner noted that the short range transit plan was originally scheduled for the meeting of September 21st, which was cancelled, and played a pre-recorded PowerPoint presentation. No public input.

Board discussion ensued with Manuel Soto/Walker Consultants, who was on the telephone, about the possible disruption of abandoning the Merced route, keeping Pioneer Market as a stop, the need for additional communication, the possibility of getting quarterly reports to provide data to help make better decisions, how YARTS might participate, and better data collection with new software and hardware.

RESULT: INFORMATION RECEIVED

Adjourn LTC

11:04 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:04 AM Chair Long reconvened the Board of Supervisors meetings.

J. Regular Agenda Items

1. HHS/Public Health RES-2021-560

Approve Extra Help Hours for a Registered Environmental Health Specialist (REHS) to Fulfill a Need in the Environmental Health Unit of the Health and Human Services Agency; and Approve the Associated Budget Action to Increase Extra-Help Appropriations in the Environmental Health Budget and to Decrease Public Health Nurse and Nurse Practitioner Expenses Appropriations in the Community Health Budget (\$85,755)

4/5ths Vote Required

Kristina Allen gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Treasurer-Tax Collector-County Clerk RES-2021-561

Approve a Five Year Agreement with RT Lawrence Corporation for Tax Bill Payment Processing in an Amount Not to Exceed \$67,000; and Authorize the Board of Supervisors Chair to Sign the Agreement: Approve Budget Action Increasing the Fund Balance and Appropriations in the Tax Collectors Cost Budget in the Amount of (\$40,950) for the First Years Expense

Keith Williams/Treasurer - Tax Collector - County Clerk gave the staff report. No

public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Public Works RES-2021-562

Approve Credit Transfer Agreement with the National Fish and Wildlife Foundation in the Amount of \$55,500.00 for Purchase of 0.14 Acres Riparian/Aquatic Resource Credits to Offset the Impacts from the Darrah Road Bridge Replacement Project; and Authorize the Interim Director of Public Works & Transportation to Sign the Agreement

Shannon Hansen/Interim Public Works Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. Public Works RES-2021-563

Declare the 2021 U.S. Capitol Christmas Tree Tour a County Sponsored Event on November 4, 2021 from 12:00 Pm to 2:00 Pm. the Tree Will be Staged at the Vacant Lot Between 9Th and 10Th Streets for All of the Community to Come and Enjoy

Shannon Hansen gave the staff report. No public comment. Supervisor Menetrey elaborated on the event and extended thanks to Michelle McCarthy, of Mountain Mrs., for her assistance in organizing it.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

K. Closed Session

1. Administration/Human Resources (ID # 12117)

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs' Association (DSA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD**2. Administration/Human Resources (ID # 12118)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs' Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD**3. County Counsel (ID # 12200)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public comment.

RESULT: CLOSED SESSION HELD**L. Recess**

11:20 AM Chair Long moved the meeting into Closed Session to be followed by lunch.

M. 2:00 PM Reconvened

2:00 PM Chair Long noted that Supervisor Sweeney is excused from the afternoon session.

Report Out

Chair Long reported that Information was Received and Direction was Given in all three Closed Sessions.

1. Administration/Technical Services (ID # 12037)

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021"

Joe Lynch/Assistant County Administrative Officer introduced Anthony Rios/Technical Services Manager who gave a PowerPoint presentation. No public comment.

RESULT: INFORMATION RECEIVED**2. Administration/Human Resources RES-2021-564**

Adopt a Policy Requiring Vaccination And/Or Testing of County Personnel, Effective Immediately

Joe Lynch gave the staff report which provided an overview of the history of this item. Board discussion ensued. During public comment, Ken Melton noted his agreement with some of the discussion and spoke against promoting the vaccine as an option.

ACTION: The Board approved Option B, the Mariposa County Mandatory Testing Policy.

RESULT: **ADOPTED [3 TO 1]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS: Marshall Long
EXCUSED: Tom Sweeney

3. Administration RES-2021-565

Adopt a Resolution Approving the Golden State Connect Authority Joint Exercise of Powers Agreement (JPA); and Authorize the Board of Supervisors Chair to Sign the JPA

Joe Lynch introduced Tara Schiff/Economic Development Specialist who gave the staff report. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Tom Sweeney

4. Administration RES-2021-566

Approve a Three Year Agreement with Townsend Public Affairs to Develop and Implement a State and Federal Government Legislative Advocacy and Funding Strategy to Support the Agenda of the County with an Amount Not to Exceed \$156,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Joe Lynch gave the staff report. No public comment.

RESULT: **ADOPTED [4-0]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Tom Sweeney

Minutes Acceptance: Minutes of Oct 5, 2021 9:00 AM (Items Considered Separately)

5. Administration (ID # 12202)**Discussion and Direction Regarding Continuity of Brown Act Board and Committee Operations**

Joe Lynch gave the staff report. Sarah Williams/Planning Director offered that hybrid meetings that allowed both in-person and telephonic participation would be best for the advisory boards. Discussion ensued regarding the provisions of AB361. René LaRoche/Clerk of the Board clarified that concern stems around the use of the Chambers given that the Board's previous direction was to roll back to the provisions that were implemented in March, 2020, when the Chambers were entirely closed. No public comment. The Board concurred with opening the Chambers. Sarah Williams requested clarification that the committees can only meet entirely in person or entirely telephonically. Steven W. Dahlem/County Counsel affirmed.

DIRECTION: *The Chambers may be opened for business use by the County's advisory committees and its normal partner agencies.*

RESULT: DIRECTION GIVEN

N. Items removed from Consent Agenda

None.

O. Board Information

Information received.

P. Adjournment

3:29 PM Chair Long adjourned the meeting in memory of Joseph Robert Florida, Delores Hahn, Richard (Dick) Grogan, and Michael Richard Vengua.

Respectfully submitted,

René LaRoche
Clerk of the Board

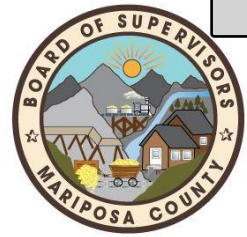
Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Oct 5, 2021 9:00 AM (Items Considered Separately)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



G.1

RESOLUTION - ACTION REQUESTED 2021-576

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: MOU with Alliance for Community Transformations

RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together To Provide Homeless Youth Emergency Services and Housing in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU.

This MOU outlines the partnership between the County of Mariposa, on behalf of Mariposa County Public Health and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos. The term of the MOU is January 1, 2022 through December 31, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved MOUs in the past between Alliance for Community Transformations and multiple county departments and community agencies and typically approves contracts and MOUs of this nature based on the fact that there are no local resources to facilitate the services within the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, Mariposa County Public Health will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT:

There will be no financial impact.

ATTACHMENTS:

Alliance and MCPH YE MOUv2 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**Memorandum of Understanding
Between
Alliance for Community Transformations- Ethos Youth Center Program
And
Mariposa County
on behalf of Mariposa County Public Health**

I. Purpose:

This operational agreement outlines the partnership between the County of Mariposa, on behalf of Mariposa County Public Health (County) and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos. Both agencies agree on the mutual goal of partnering to provide maximum available assistance for homeless youth in Mariposa County.

II. Terms of the Agreement

This agreement shall begin on January 1, 2022 and end on December 31, 2026.

III. Modification of MOU

Notwithstanding any of the provisions of this MOU, 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. Ethos Youth Center agrees to make available the following services to homeless youth:

1. Establish new housing options to meet the needs of youth experiencing homelessness.
2. Provide food.
3. Provide peer counseling services and case management.
4. Provide outreach services through Ethos Youth Center.
5. Provide linkage to Mariposa County Public Health to provide health screenings, STI testing, pregnancy testing, etc.
6. Provide linkages to other services including employment readiness programs, law enforcement, victim witness, professional counseling, and child welfare.
7. Provide appropriate long-term stabilization planning through family reunification, emancipation support, independent living program, and/or housing navigation.
8. Provide follow up services including support with housing placement costs, crisis assistance, and case management.
9. Support youth in victim compensation applications.

VI. The County agrees to the following:

1. Inform youth about services available through Ethos Youth Center, and hand out written materials provided by the Ethos Youth Center describing available services;
2. Contact Ethos Youth Center if requested by a homeless youth;

3. Participate coordinated meetings to discuss clients if releases are in place and is appropriate;
4. Provide basic medical services at no cost to the youth;
5. Provide STI testing at no cost to the youth;
6. Provide pregnancy testing at no cost to the youth;
7. Provide referrals to a primary care provider should further medical care be needed;
8. Invoice the Alliance for Community Transformations on a per youth basis for services rendered within 30 days of service.

VII. Both Ethos Youth Center and the County agree to the following:

1. Address concerns or issues that are specific to homeless youth as needed;
2. Share information regarding the status of a case if authorized by the youth;
3. Provide cross training on issues homeless youth face; and;
4. Refer and cross-refer homeless youth to the partner agency as needed.

VIII. Alliance for Community Transformations will:

1. Remit payment for services rendered within 45 days of receipt of invoice.

IX. Insurance

1. ALLIANCE shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. ALLIANCE shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if ALLIANCE has a SIR, and if so, ALLIANCE shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the County Risk Manager.
2. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
4. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
5. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
6. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of ALLIANCE to furnish insurance during the term of this Agreement.
7. If ALLIANCE maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by ALLIANCE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
8. If ALLIANCE uses Sub-Contractors or others to perform work under this MOU, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to ALLIANCE's required insurance coverage, or required by ALLIANCE to comply with equivalent insurance and conditions of

this Section.

X. Indemnification

ALLIANCE has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of ALLIANCE.

ALLIANCE's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of ALLIANCE, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. ALLIANCE will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

XI. Confidentiality

ALLIANCE will follow all laws in regards to mandated reporting and the rights of homeless minors (CA Family Code [§6924](#)) in regards to confidentiality and services and work closely with Child Welfare Services to meet the needs of youth experiencing abuse or neglect.

XII. Independent Contractor

It is mutually understood and agreed that ALLIANCE is an independent Contractor in the performance of the work duties and obligations devolving upon ALLIANCE under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which ALLIANCE shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and ALLIANCE shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to ALLIANCE, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that ALLIANCE, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

ALLIANCE shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment

for their efforts.

XIII. Records, Information and Reports

ALLIANCE shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, ALLIANCE shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the ALLIANCE.

XIV. Laws, License, Permits and Regulations

ALLIANCE and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to ALLIANCE and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

ALLIANCE shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Mariposa and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

XV. Personnel

ALLIANCE represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by ALLIANCE or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

XVI. Nondiscrimination of Services

ALLIANCE ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

1. Age (40 and above),
2. Ancestry,
3. Color,
4. Disability (Mental and Physical) including HIV and AIDS,
5. Ethnic Group Identification,
6. Marital Status,
7. Medical Condition (cancer/genetic characteristics),
8. National Origin,
9. Political Belief,
10. Race,
11. Reasonable Accommodation,

12. Religious Creed,
13. Sex/Gender, or
14. Sexual Orientation

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

Date

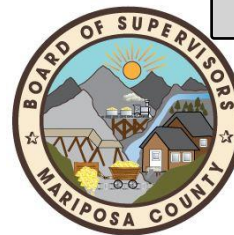
Shannon Gadd
Director
Mariposa County Health & Human Services

Date



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-577

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: MOU with Alliance for Community Transformations

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) with Alliance for Community Transformations to Work Together To Provide Assistance for Homeless Youth in Mariposa County; and Authorize the Health and Human Services Agency Director to Sign the MOU.

This MOU outlines the partnership between the County of Mariposa, on behalf of Mariposa Health and Human Services Agency (County) and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved MOUs in the past between Alliance for Community Transformations and multiple county departments and community agencies and typically approves contracts and MOUs of this nature based on the fact that there are no local resources to facilitate the services within the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved, Mariposa County Health and Human Services Agency will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT:

There will be no financial impact.

ATTACHMENTS:

Alliance and HHSA YE MOUv2 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**Memorandum of Understanding
Between
Alliance for Community Transformations- Ethos Youth Center Program
And
Mariposa County
on behalf of Mariposa County Health and Human Services Agency**

I. Purpose:

This operational agreement outlines the partnership between the County of Mariposa, on behalf of Mariposa Health and Human Services Agency (County) and Ethos Youth Center (Ethos), a program of Alliance for Community Transformations Inc. (Alliance), contingent on funding by the California Office of Emergency Services (CalOES), Victim Services Branch to provide funding for Homeless Youth Emergency Services and Housing Program to Ethos. Both agencies agree on the mutual goal of partnering to provide maximum available assistance for homeless youth in Mariposa County.

II. Terms of the Agreement

This agreement shall begin on January 1, 2022 and end on December 31, 2026.

III. Modification of MOU

Notwithstanding any of the provisions of this MOU, 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. Ethos Youth Center agrees to make available the following services to homeless youth:

1. Establish new housing options to meet the needs of youth experiencing homelessness.
2. Provide food.
3. Provide peer counseling services and case management.
4. Provide outreach services through Ethos Youth Center.
5. Provide linkage to healthcare to provide health screenings, STI testing, pregnancy testing, etc.
6. Provide linkages to other services including employment readiness programs, law enforcement, victim witness, professional counseling, and child welfare.
7. Provide appropriate long-term stabilization planning through family reunification, emancipation support, independent living program, and/or housing navigation.
8. Provide follow up services including support with housing placement costs, crisis assistance, and case management.
9. Support youth in victim compensation applications.

VI. The County agrees to the following:

1. Inform youth about services available through Ethos Youth Center, and hand out written materials provided by the Ethos Youth Center describing available services;
2. Contact Ethos Youth Center if requested by a homeless youth;
3. Participate coordinated meetings to discuss clients if releases are in place;

4. Support homeless youth in applying for benefits they qualify for;
5. Schedule homeless youth for mental healthcare appointments;
6. Discuss housing options through weekly housing team meetings when releases are in place;

VII. Both Ethos Youth Center and the County agree to the following:

1. Address concerns or issues that are specific to homeless youth as needed;
2. Share information regarding the status of a case if authorized by the youth;
3. Provide cross training on issues homeless youth face; and;
4. Refer and cross-refer homeless youth to the partner agency as needed.

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1. ALLIANCE shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. ALLIANCE shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if ALLIANCE has a SIR, and if so, ALLIANCE shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the County Risk Manager.

2. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.

4. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

5. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.

6. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of ALLIANCE to furnish insurance during the term of this Agreement.

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of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of ALLIANCE.

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It is agreed that no employer-employee relationship is created and ALLIANCE shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to ALLIANCE, or its sub-Contractors and employees, if any.

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ALLIANCE shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such

records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

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ALLIANCE ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

1. Age (40 and above),
2. Ancestry,
3. Color,
4. Disability (Mental and Physical) including HIV and AIDS,
5. Ethnic Group Identification,
6. Marital Status,
7. Medical Condition (cancer/genetic characteristics),
8. National Origin,
9. Political Belief,
10. Race,
11. Reasonable Accommodation,
12. Religious Creed,
13. Sex/Gender, or
14. Sexual Orientation

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

Date

Shannon Gadd
Director
Mariposa County Health & Human Services

Date