Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 12, 2025

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

Chair Smallcombe called the meeting to order and noted Supervisor Poe was excused.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge of allegiance.

C. Introductions

None.

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

Chair Smallcombe read the Consent Agenda Note. No public comment was received.

Supervisor Toso commented on CA.2, noting the event was a way off, but it would be here before they knew it. She noted it would be exciting to get the town closed to through traffic and welcomed ideas from the community.

In response to Supervisor Kiser, Shannon Hansen, Public Works and Transportation Director noted the county owned multiple hangers, and they were leased out. She added it had been normal practice and there were still hangers available for lease.

In response to Supervisor Kiser, Walter Wall, County Counsel noted the county received personal injury claims, and between the number of claims and them being litigated by multiple levels of the court system, the county counsel office was not set up to always handle those types of litigation. He noted they went through a number of outside firms, and the firm in question was from Fresno. Counsel Wall noted they were hiring that specific firm to defend the county against one specific claim.

Kim Ballard/Public Health Deputy Director, in response to Chair Smallcombe, noted Public Works allowed them to contract with KPA for the new building in North County. She noted they would be helping with bidding services, construction and management of the whole project.

Kristine Keheley/Health and Human Services Agency Director, in response to Supervisor Kiser, noted the monitoring of air pollution was a fundamental arm of the Environmental Health Division. She noted the agreement was for the software that was used for the air monitors throughout the county. She noted they had some monitors in storage that were deployed for special events. Dr. Keheley noted they have used the information to address medical needs for their safe client list and the medically vulnerable in the area. She added that by monitoring the air they could ensure to get those residents what they need to provide them with cleaner air.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Declare the 250th Birthday Celebration of the United States on July 4th, 2026, a County-Sponsored/Hosted Event; Authorize County Staff to Submit the Applications and/or Permits Necessary to Begin Planning Out the Event, with either the Public Works Director or County Administrative Officer as the Signators; Approve a Letter of Support to the California Department of Transportation (Cal Trans) for the County's Encroachment Permit for Day Closure of Highway 140 Through Town; and Authorize the Board Chair to Sign the Letter of Support (Supervisors Kiser and Toso)

CA3. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July of 2025

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July 2025

CA5. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July 2025

CA6. **Clerk of the Board**

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

CA7. **County Counsel**

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Lindsay Burtle on the Mariposa County Commission on Aging, Effective Immediately

CA9. **Health and Human Services Agency**

Approve First Amendment to the Grant Agreement with Behavioral Health Services Oversight and Accountability Commission (BHSOAC) in an Amount Not to Exceed $2,500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with the California Department of Health Care Services (DHCS) for Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve Task Order No. 9 with the KPA Group in an Amount Not to Exceed $260,840 for the Health and Human Services Agency North Campus Project for Construction Administration and Management Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA12. **Health and Human Services Agency**

Approve First Amendment with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health, Increasing the Amount by $28,320 for a New Amount Not to Exceed $228,320, for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Library**

Approve Acceptance of the Tangled Bank Studios, LLC Grant Award in an Amount of $500 to Participate in the Flight Path Spark of Science at My Library Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Recognize the Unanticipated Grant Funding ($500)(4/5ths Vote Required)

CA14. **Sheriff's Office**

Approve First Amendment with Axon, Increasing the Amount by $12,844, for a New Amount Not to Exceed $324,707.73, for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA15. **Air Pollution Control District (APCD)**

Approve an Agreement with Raman Kapahi Dba: Environmental Permitting Specialists in an Amount Not to Exceed $9,000 for Consultation and Environmental Permitting; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Air Pollution Control District (APCD)**

Approve an Agreement with ShipTracks LLC Dba: CARGA in an Amount Not to Exceed $1,800 for the Monitoring of Air Pollution; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Counsel Wall noted that the Friends of the Library had received their certificate from the IRS, declaring them to be in good standing. He noted there would be a book sale at the library that coming Friday.

Johnathon Farrington/Yosemite Tourism Board provided handouts to the Board. He noted it was an interesting year putting the booklet together. He noted there had been many changes to their economic situation, and a lot of work went into putting the plan together. He noted they focus on many different areas of marketing and the plan was always a work in progress. Mr. Farrington noted that the pilot program for the year was significantly more flexible regarding the reservation system in Yosemite. He thanked the park service staff and McPadden. He noted the booklet contained great data research from multiple sources. He added the data would continue to get stronger as they continued to input more into the systems. He noted the data gathered would provide visitation statistics that would provide a clear overview of Mariposa County. Mr. Farrington noted he had been working for 30 years to get this system together, and it was a huge and exciting thing for the Yosemite Tourism Bureau. He noted TOT seemed to be in a potion, but data showed visitation was down 11.4 percent year to date and there were fewer people on the street. He added that when looking at it from a retail and restaurant perspective, the lodging increase was due to higher rates being charged. He noted there was a list of things they were doing to try and offset those numbers. Mr. Farrington informed the Board Secretary Order 3434 was initiated to provide a seat at the table for gateways to provide input on decisions being made in the park, and he added he appreciated everyone involved in making that happen. In response to Supervisor Kiser, he noted the 11.4 percent drop in visitation, and to put that in perspective with the number of rooms at Yosemite View Lodge, the percentage is less than the

number of sleeping rooms just at that hotel. He noted the impact and results of those decreasing numbers had an effect on the restaurants and businesses. He noted if you look at 2019 and 2024, the drop in food service has gone from $104 million to $108 million annually, but everyone also needed to factor in inflation to those numbers. He noted they were doing what they could for those involved in the retail and restaurant businesses, noting international visitors spend a great deal more than others. In response to another question by Supervisor Kiser, Mr. Farrington noted he looked at the larger picture and worked across all borders and lines. He noted they did everything they could to attract visitors to town, adding they only had $20 million to use for marketing now, without the funding they had in the past. He noted they really looked at the importance of working with the Chamber of Commerce and the Visitor Center. He noted that they were in a situation where businesses have to be able to predict trends and know how to run effectively in order to succeed. He noted that there were programs available to help businesses refine their skills. In response to Supervisor Toso's questions regarding the decline in international travel, Mr. Farrington noted that California had a 9.2% drop in visitation overall. He noted many factors, including exchange rates, politics, and the media, were the biggest challenges. He noted they were committed to being the best source of information for those planning on visiting Yosemite National Park. In response to Chair Smallcombe, he noted that the GPS heat maps were used primarily by them for marketing. He noted those coming in for projects needed to be assured they could move forward and, with the Park Service sharing that information, they could actually measure the impact their marketing was having. Mr. Farrington noted it had been a long time since they had done an annual presentation and that it might be time to move forward with providing one.

Jermey Briese/Sheriff highlighted his team for their hard work and professionalism at such a high caliber, noting it was trickled down to the Board to ensure his department had adequate staffing. He noted their continued efforts to be open and transparent with the community put them all at a higher level. He noted Deputy Quinn graduated from the academy on Friday and would be starting his field training, along with being a part of the swearing-in taking place soon, adding it was a big achievement and accomplishment. He noted the structure fire from the night before that went into nearby vegetation and how well the communication between his team and partners worked. He noted everything happened in real time, and it was leaps and bounds from where they started. He noted Assembly Member David Tangipa called and offered his assistance, and everyone was working together really well. He noted it was a breath of fresh air not to be going against anyone. He noted National Night was a huge success. He noted they had representatives from the jail, animal control, dispatch and everyone was there working together. He highlighted the Sheriff's Foundation, noting the success of the Senior Brown Bag system. He informed the Board he would be "Inside the Office Live" this Thursday. Sheriff Briese noted that they hoped to schedule the annual report to come before the Board soon. He noted that they began the live streams a couple of years ago to allow the community to see what the Sheriff's Office was doing. He noted that it was their mission to disseminate information and demonstrate that they were not just sitting in a cop's car waiting for a call to come in, but they were doing a lot. He gave kudos to Christy Mitchell and the staff for the work they did, mentioning all the resources and services they provided for the county, which was the reasoning behind having such a safe community. Sheriff Briese provided some highlights that would be coming with the annual report, along with accomplishments that would be discussed, such as the new computer system. He noted the annual report would highlight not just the patrol side but also the master plan, safety equipment, and details of the different units. He noted they worked very hard to be very detailed so the person reading the report would have a true understanding of what they did within each division. Sheriff Briese concluded by saying he was very happy with the work they had done and once they got on the agenda for a presentation, he would go into more depth because the residents of Mariposa deserved to know what they were doing for their community.

Joe Lynch/ County Administrative Officer gave recognition to the county's response to disasters and emergencies like the one that had happened the previous night. He recalled the night the Oak Fire started when the sheriff called to inform him of what was happening, and he had received a similar call the night before. He noted that you never know what size of fire it will be, but the sheriff jumped into action to ensure safety was addressed. He noted when he got the call, the Sheriff was already on the way to the fire himself, and at the same time, the Public Information Officers were working on communications with the public regarding evacuations and shelters. Mr. Lynch noted that whether it was a 20-acre fire or 20,000 acres, the county went into action immediately. He noted that the coordination was seamless, and all departments knew their roles. Mr. Lynch added that many people continued working until they received notice that forward progress had been stopped. He noted the previous night just showed how well the county's response was, and that these were serious events. Mr. Lynch provided gratitude to the Public Works Department for their assistance as well.

Chair Smallcombe gave appreciation to the comments made, and how impressed she was, and appreciated what the county partners did. She challenged the citizens of the county to partake in the solution and make their properties safe. She noted that residents could contact the county and seek advice from those with fire safety knowledge to help make their properties safer.

Jacob Hawley/Visitor Center noted there were up to 10,800 visitors, and he would send the statistics to the Board members via email. He noted the interesting sizes of groups that vane through. He noted that 80% of the time people go to the Visitor Center by referral. Mr. Hawley noted the reservation system ended on Friday, and they would see if it changed anything. He noted that with the economy it had become really expensive to visit here, so things were taking a hit. He noted businesses were taking classes learning how to hang on, while others were getting second jobs to keep their businesses running. Mr. Hawley hoped everyone would enjoy the upcoming County Fair and offered his assistance to Supervisor Toso for the upcoming 250th Birthday Celebration.

G. Public Comment on Non-Agenda Items

Christian/Resident noted he owned a small drafting business in town and described his current family situation. He noted how hard it was to find places in town that were kid-friendly, and they tended to spend a lot of time visiting the playground at the County Park. He noted that during this time of year, however, it was very difficult to do. He appreciated the upgrades to the playground recently done but shared his disappointment that shade was not a part of those upgrades. He noted that he had been chatting with people who work for the county, and they mentioned that there may be opportunities to receive grants from the state to move forward with those types of improvements to the park. He noted there were many families in the area who would support such a motion to develop those upgrades. He noted the playground at the park in Planada and what a great job they had done to make it enjoyable for families in the summer months, including having their own splash parks. He noted he was finding himself driving 30 minutes out of town just to find somewhere enjoyable to take his family. He noted he believed it would help with Tourism and boost the downtown experience. He finalized by mentioning he would continue to push this topic even if it meant developing a petition.

Shannon Hansen noted they had been in communication with HHSA to find grants to move forward with providing shade for the new playground structure.

Daniel Wilson/Resident noted he was there to mention two different topics. He noted that in September 2024, the home hospice healthcare had been suspended, and many residents had continued to step up and

provide support. He noted the Mariposa Care Giver Support Group meets twice a month at the library. He also mentioned they did emotional support training and if anyone was interested, email mcg95338@gmail.com. Mr. Wilson also mentioned that the Mariposa Storytelling Group was collecting stories about the Mariposa County Fair. He noted participants would receive a copy of their recording and stories could be sent to theirstory25@gmail.com

Kim Tucker/Resident noted she was concerned about the lack of ADA improvements at Woodland County Park. She noted she had a bunch of grandkids who played soccer at the park and there were no accommodations for accessibility. She noted that she was astonished that, over the last 40 years, there had been little to no improvement, and perhaps a lawsuit would be necessary to bring about change.

H. Regular Agenda Items

1. **Board of Supervisors**

Receive a Presentation from the Superintendent of Yosemite National Park, Ray McPadden (Supervisor Kiser)

Interim Superintendent McPadden gave a PowerPoint presentation.

Public comment was received from Kim Tucker, who noted that after reviewing the numbers and listening to the presentation, she believed Mr. McPadden was absolutely right about the day-use by visitors coming from nearby communities. She recommended that the Park Service consider some of the goals of the general management plan, and to look at the facilities currently there, would be a very important step. She noted what could be done in Curry Village, especially to make it more marketable and welcoming all year round.

Jacob Hawley thanked the park service for bringing the Chamber to the table and working with them, and he hoped to keep their relationship going.

Mr. McPadden noted that plans were in motion for Curry Village through the Merced River Plan, but currently, the project was dealing with funding issues. He noted there were also plans to expand camping in the area. He noted the late announcement regarding reservations this year did not help tourism, and people did not have the clarity to plan their trips to the park. Mr. McPadden noted he wanted to ensure the decision on reservations would be provided to the public as quickly as possible next year. He noted getting the group together through the Gateway Charter would be the best way to discuss the effects of the reservation system. In response to Supervisor Kiser, he noted they used the 2.9 average visitors per vehicle because it was what they had always done for years. He noted that he was unaware whether those patterns had changed. Mr. McPadden noted the different options when it came to the reservation system in the future, whether it would be less restrictive or not having one at all, which would come with its own risks. He noted he believed consistency would be key. In response to Supervisor Toso, Mr. McPadden noted that local residents and those with certain zip codes are able to drive through the park to exit within a certain timeframe. In response to Supervisor Menetrey, he noted that the longest lines tended to be at the south entrance, while the second longest would be at the Hwy 120 entrance. He noted that reservations were made for individual vehicles, not the number of people traveling in each vehicle.

Supervisor Kiser gave appreciation for the presentation and noted it had been a pleasure to work with him. She noted that she would be reaching out to her constituent base to provide them with quality data on the need for a reservation system. She noted the tourism partners didn't want one, but as mentioned, it could be

due to the lack of consistency. Supervisor Kiser noted that having the reservation in place even a year ahead would assist people when making their travel plans.

Chair Smallcombe noted the sense of security that came with the reservation system. She noted she had a few conversations with those in Fish Camp about the emergency response when traffic is backed up at the south entrance of Yosemite. Chair Smallcombe noted that what had happened at one entrance to the park also affected the others. She noted that public safety was her number one priority. She noted Mr. McPadden found out about the reservation system this year, only two hours before it was released to the public.

Supervisor Smallcombe noted her appreciation of Mr. McPadden, including the Yosemtie Gateway Partners in talks about future reservation systems.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive a Presentation from Central Sierra Economic Development District (CSEDD)

10:38 AM Chair Smallcombe recessed the Board for a brief break and reconvened at **10:45 PM**

Alex Blum/Economic Development Manager, and Sophia Coffeman/Project Coordinator, gave a PowerPoint presentation. No public comment was received.

In response to Supervisor Toso, Ms. Coffman noted they were working to understand the landscaping for sustainable ag. She noted that they would be hosting a stakeholders' meeting with those involved to determine the unique needs of Mariposa County, adding that they wanted to move towards finding solutions. She noted they had reached out to nearby cattlemen's associations and farm bureaus.

RESULT: PRESENTATION HELD

3. **Public Works**

Receive a Presentation from Caltrans District 10 on Projects within Mariposa County

Shannon Hansen introduced Corey Casey/Acting Office Chief of Cal Trans, who gave a PowerPoint presentation.

Public comment was received by Marilyn Saunders/Resident, who expressed her appreciation for all the work and funds to make the road passable again, adding the rock shed was a great solution.

In response to Supervisor Kiser, Mr. Casey noted the project was in its final phase, and the final package was fully funded. He noted the risks and the size of the project, but if they had gone with a bridge design, it would have been two miles long with the continued risk of rock falls. He noted the rocks from that slide would continue to fall, and that was why this option was the best to move forward with. Mr. Casey noted the next presentation they did, he would include the process they went through to design the appearance of the rock shed.

Supervisor Smallcombe noted that during a workshop with Mr. Casey, one of the main tasks was to review each item and calculate its cost. She noted costs had gone up two to three times what they had been. She noted the costing effort for the project was a significant undertaking. Supervisor Smallcombe noted that the team assembled by CalTrans for the rock shed's appearance included representatives from the American Tribal Council, along with other Native American partners.

Johnathan Noel/Resident questioned Mr. Casey about the work shifts that would be implemented during construction.

Mr. Casey in response to Mr. Noel noted it would be an aggressive schedule. He noted they would be working six days a week and ten-hour days, as they were only permitted to work through the day. He noted that the project would take five years to complete, and given the size of the workspace, they would only be able to fit a limited amount of manpower and equipment onsite at once.

In response to Supervisor Toso, he noted the rock shed is able to hold the weight of the entire 35 feet of slide, in addition to the impact of large boulders. He noted that a time-lapse video would be available for the public to view the project throughout its entirety. He noted they had hoped it would help keep people from traveling down there and trying to observe in person.

RESULT: PRESENTATION HELD

4. **Fire**

Waive the First Reading and Introduce an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project

Chair Smallcombe introduced the item.

Chris Bernard/County Fire Chief, noted that as a small fire department, they were dependent on grants, and having this ordinance would allow their department to have better access to available grants. He noted that over the last few years, they had been chasing grants for fuel reduction. Mr. Bernard noted that John Patten had been a big help in that process, and being able to further develop their grant applications would allow them to become a better fire department.

Public Comment was received from Johnathon Noel/Resident, who noted that Barbara Cone lived in his neighborhood and was a part of the Fire Safe Council, where she had acquired multiple grants for Lush Meadows. He noted that becoming a fire-safe area assisted with fire insurance. He noted that those who worked with Fire Wise could potentially reduce their homeowners' insurance. Mr. Noel noted that if you traveled through that area, you would see it looked like a park. He noted Barbera Kohn was excellent at getting grants, and her office was located in Bootjack. He then gave kudos to Mr. Bernard on a job well done.

Chair Smallcombe noted that each community should become Fire Wise, and the home hardening program had two initiatives underway. She noted it was the responsibility of the Board of Forestry to manage that list. Chair Smallcombe noted the California State Insurance Commissioner took into account Fire Wise recognition. She recommended that homeowners take into account that fire safety was everyone's problem.

Jermey Briese/Sheriff suggested they took the time to educate their constituents on what the Ordinance was and why it was created. He noted some concerns raised about areas being classified as fire danger zones and whether this would have negative impacts on people's fire insurance. He noted that as a representative of Mariposa County, he wanted to address those concerns to the Board for clarification. Sheriff Briese noted that more communication with the residents of the county about the ordinance would have been helpful.

Walter Wall/ County Counsel, noted that the Fire Marshal does not relay the maps to assist with setting insurance rates. He noted the ordinance was a requirement to get on the fire reduction list, adding that if they achieved that, it would bring in a lot more grants for fuel reduction to our county, and members could potentially enjoy some reductions in their insurance premiums.

Board discussion ensued.

RESULT:	**Adopted**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

5. **Board of Supervisors**

Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey)

Jeremey Briese/Sheriff gave the staff report.

Supervisor Menetrey provided background on the ordinance and noted some concerns over the cat portion but appreciated the work that had gone into the dog portion of the ordinance, and what the animal control officers could do in helping with those situations.

Sheriff Briese noted the ordinance had been reworked a few times, and as they went through the process and made amendments, they focused on issues that affected the immediate needs of animal control staff. He noted the amount of work put into the amendments but wanted to assure the public this was not done to create more laws but to amend the current law in place so it worked for our county. He noted that when things went wrong in our community, it ended up on the front page of the newspaper, so having clear ordinances and communication was what the need for this revision boiled down to. Mr. Briese noted that animal control investigated a potential crime, but they were not a shelter. He noted the proactive approach was to prevent future frustration from the public. Mr. Briese noted there were times when their hands were tied, and they could not respond the way they should. He noted the changes to the ordinance being made were good ones and not meant to be harsh. He noted the potential situations that the staff would benefit from regarding the updated ordinance, and that, in return, would improve the service for the community. In response to Supervisor Toso, Mr. Briese clarified that the spay and neuter requirement was for individuals adopting or fostering animals brought into the shelter, and it was written verbatim from State Law.

Chair Smallcombe clarified that the ordinance would provide the tools animal control officers needed but did not currently have.

Public comment was received by Troy Ann Cummings/Resident, who gave her appreciation to the animal control staff and the spay and neuter requirements. She noted the animals needed to be helped and there needed to be community resources to allow that to happen. She noted the only clinic she was aware of was the Hope Clinic. She noted that punishing people for feeding stray animals seemed unfair, as there were no other resources for these animals. She noted that Colleen Rhodes addressed a wide range of concerns in her public comment, including overreach and grammatical errors.

Counsel Wall noted the grammatical errors could be fixed between the first and second reading of the ordinance.

Supervisor Kiser expressed her concerns about the ordinance and discussed potential solutions to address the issue of feeding feral cats in town, including voucher programs through the sheriff's foundation. She noted she wanted to move on with the multiple pet permit, adding it was not a bad idea, but she believed the target was off. She noted her concerns and pointed out that the people abusing animals would not be the ones to receive a permit for multiple animals, but rather those who followed the law, not those causing harm. Supervisor Kiser noted she wanted to be a part of the process and to reevaluate the target and the purpose of the ordinance.

Mr. Breise noted he did not create the laws, just enforced them. He noted they did not currently have the ability to enforce the laws they needed to when it came to the animal ordinance. He noted they were trying to amend and refine something to make it better. He noted that there would be individuals who came in and obtained their permit, and others who would not, but having the law in place allowed for more effective enforcement. He noted that if the situation with the feral cats at the post office were left alone, it would eventually create an infestation of strays. He added that having guidelines in place would help avoid such a situation. In response to Supervisor Toso, he noted that the multiple pet permits gave them more ability to enter a property. He said it was a little piece of a bigger puzzle. He noted when putting together an investigation, having a violation of an ordinance would help in building a stronger case. He noted it would be another tool in their toolkit, which included the ability to deal with vicious dogs.

Supervisor Menetrey noted the difference between the wording on the paper being read and what animal control actually had to deal with. He noted the amendments to this ordinance were to provide animal control with what they needed. He proposed that the ordinance be passed minus the feral cat language and the multiple pet portion, adding that they would rework the language with the sheriff. He noted he would like to move forward to provide animal control with what they needed.

Danielle Bondshi/ Clerk of the Board informed the board they could waive the first reading and strike what was needed from the ordinance and bring it back for the second reading for adoption.

Chair Smallcombe noted her history of dealing with a feral cat colony during her time in the Bay Area and the assistance they provided their neighborhood with spaying and neutering the feral cats. She noted the idea of having people donate to the Sheriff's Foundation and allowing people to request the funds be used towards the spaying and neutering of cats. She noted she did not have any problem with the concept of the ordinance because there were groups in our community, such as the Cat Nip Society, who assisted with the feral cat population. Chair Smallcombe noted she believed the ordinance could be a catalyst for a future spay and neuter program. She noted the multiple-pet policy was needed, adding what animal control had to deal with they did not see, so the ordinance provided them with the tools they needed to reduce animal cruelty and the trauma the officers had to deal with in the aftermath. Supervisor Smallcombe requested that everyone come together to assist with the cat colonies throughout town, offering up her own cat trap.

Sheriff Briese requested that the Board, if it wished to support feral cat colonies, create a plan on how to support the situation. He noted the calls they received in regard to those situations and just needed a clear view of how the Board planned to move forward in supporting programs for spaying and neutering.

Chair Smallcombe proposed they remove the ban on feeding feral cats, and then bring it back later with a plan on how they could work together to address those issues. She noted that coming together as a community would allow for progress on that section.

Counsel Wall noted the feral cat portion of the ordinance provided the means for the department to do something about them. He noted it was to ensure animal abuse was not being done. Counsel Wall noted that people who owned large packs of animals tended to be less likely to care for them, so the exemption for veterinary clinics and others who wanted large amounts of animals and to care for them correctly would end up protected under the new ordinance.

Kevin Briggs/ Assistant County Counsel noted the multiple pet permit portion of the ordinance referred to dogs. He noted that if an owner did not have a permit and something were to happen to those dogs, the department would be allowed to impound those animals. He emphasized that this is an important tool in the toolbox for the animal control office.

Board discussion ensued.

AMENDMENT: Approval was made with the amendment to remove Section B of 6.08.26.

RESULT:	**Adopted**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Poe

I. Board Information

None.

J. URGENCY ITEM

Chair Smallcombe noted an urgency item, which she read out, needed to be added to the agenda under Government Code Section 54954.2 Section (3) (b) (2).

On motion by Supervisor Menetrey, seconded by Supervisor Toso, the Board approved, including an additional closed session item that came to the Board's attention after the agenda was published.

After the vote, Chair Smallcombe read both closed session items; no public comment was received on either.

12:52 PM Chair Smallcombe recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Public Employee Employment: Title of Position to be Filled: District Attorney (Government Code Section 54957 (b) (1))

RESULT: CLOSED SESSION HELD

K. Closed Session

1. **Administration**

CLOSED SESSION: Public Employee Employment: Title: Agriculture Commissioner and Sealer of Weights and Measures (Government Code Section 54957 (b) (1))

RESULT: CLOSED SESSION HELD

Report Out

1:20 PM Chair Smallcombe reconvened the Board meeting and reported that for the Urgency Closed Session Item, the Board unanimously voted to appoint Walter Wall as the District Attorney. For the Closed Session on the AG Commissioner, the Board voted unanimously to re-appoint Monica Nielsen as the AG Commissioner.

L. Adjournment

1:22 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-324

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing 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.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-325

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Declare the 250th Birthday Celebration of the United States on July 4th, 2026, a County-Sponsored/Hosted Event; Authorize County Staff to Submit the Applications and/or Permits Necessary to Begin Planning Out the Event, with either the Public Works Director or County Administrative Officer as the Signators; Approve a Letter of Support to the California Department of Transportation (Cal Trans) for the County's Encroachment Permit for Day Closure of Highway 140 Through Town; and Authorize the Board Chair to Sign the Letter of Support (Supervisors Kiser and Toso)

RECOMMENDATION AND JUSTIFICATION

Declare the 250th Birthday Celebration of the United States on July 4th, 2026, a County-Sponsored/Hosted Event; Authorize County Staff to Submit the Applications and/or Permits Necessary to Begin Planning Out the Event, with either the Public Works Director or County Administrative Officer as the Signators; Approve a Letter of Support to the California Department of Transportation (Cal Trans) for the County's Encroachment Permit for Day Closure of Highway 140 Through Town; and Authorize the Board Chair to Sign the Letter of Support (Supervisors Kiser and Toso).

Staff must submit applications and permit requests to Cal Trans for approval to close State Highway 140 for the day-long event. Staff will also need to circulate an assemblage permit, encroachment permit, and possibly an Alcohol Beverage Control Event License, among others, based on the vendors who sign up to attend.

Public Works has requested a letter of support from the Board for the closure of the highway. The County will be requesting closure from 11 AM to 11 PM from 4th Street to 8th Street. The closure is for the safety of pedestrians, vendors, and staff. This will also be the route for the parade later in the evening.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 13th, 2025, the Board created an ad-hoc committee to begin planning a 250th Birthday Celebration for the United States.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and staff will not be able to move forward with the necessary applications/permits.

FINANCIAL IMPACT

The event will have a financial impact, which is currently unknown. The County will need to purchase insurance, and the ad-hoc committee will be seeking an approved budget to carry out this Countywide event. The budget is to come at a later date.

ATTACHMENTS

1. 250 - LS

VOTE RESULT

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

August 12th, 2025

California Department of Transportation
District 10
1976 East Dr. Martin Luther King Jr. Blvd
Stockton, CA 95205

RE: Mariposa County's Request for Highway 140 Closure – July 4th, 2026, from 11:00 AM to 11:00 PM

To Whom It May Concern,

On behalf of the Mariposa County Board and its residents, we respectfully request the approval of an encroachment permit to close Highway 140 from 4th Street to 8th Street on July 4, 2026, from 11:00 AM to 11:00 PM.

Mariposa County is hosting a 250th Birthday Celebration to commemorate the birth of the United States. We plan to close the section from 4th to 8th Street for vendors and host a parade down "Main Street" (Highway 140) in the evening, culminating in a drone show.

The closure of the highway is essential to ensure the safety of pedestrians and vendors, allowing Highway 140 to serve as the main walkway for attendees. This setup enables event-goers to move safely from street to street and enjoy downtown Mariposa's shops in a controlled and secure environment, making this event a true community gathering.

While we understand the implications of closing a portion of the highway, we kindly ask for your approval as Highway 140 runs through our downtown area. A well-established detour route is available for use. This celebration has not occurred in our community since the 200th Birthday, and we are eager to create a safe and enjoyable event for everyone.

Thank you for your consideration, and we urge your approval.

Respectfully,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July of 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in July of 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements - 6-10-25

VOTE RESULT

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for June 10th, 2025

Contractor	Amount	Term	Service	Department
Dayhoff Cabinets	$40,000	12/1/24-6/30/25	Cabinetry Services	Sheriff's Office
Thomas Mchugh	$37,638	7/1/25-6/30/27	Lease agreement for Station 1	Sheriff's Office
Ranch Fence	$25,839	5/15/25-6/30/25	Burns Creek Bridge repair	Public Works
Yosemite Glass & Window	$50,000	5/19/25-5/18/26	Window-weatherization jobs for FY 2025	HHSA
Crisis Support Services of Alameda County	$35,000	7/1/25-6/30/26	Crisis Telephone Intervention	HHSA
The Building Design Group	$59,600	4/25/25-4/24/26	Architectural design	HHSA
Everbridge, Inc	$27,023	5/1/25-6/30/27	Mass notification system	Sheriff's Office
Ambrosini Helicopters	$50,000	7/1/25-6/30/26	Helicopter services	Sheriff's Office
CVE Contracting Group, Inc.	$56,000	5/1/25-12/31/25	Full gut interior demolition of 10304 Fiske Road	HHSA
SCHIO	$55,000	10/3/24/6/30/27	Electronic health exchange (EHE)	HHSA
Mariposa County	$24,478.80	7/1/25-6/30/30	Mariposa-Yosemite Airport Hanger	Sheriff's Office
Steven Wells	$25,200	7/1/25-6/30/26	OES/D unit lease agreement	Sheriff's Office
Yosemite Fire and Security	$30,000	1/1/25-3/31/25	Installation of three doors to control system at HHSA	HHSA
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Department Head Approved Agreements-July**

VOTE RESULT

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

Department Head Approved Agreement

Board Agenda Item for August 12, 2025

Contractor	Amount	Term	Service	Department
Teledata Services	$13,656	7/28/25-7/27/26	Teledata Services for Fiber Project	Pubic Works
Scott's Cleaning Services	$2,999	2/1/25-6/30/25	Cleaning Services	Sheriff
CorrectCare Integrated Health	$20,000	7/1/25-6/30/27	Medical Related Administrative Services	Sheriff
AJV Heating & Cooling	$11,914.35	7/28/25-12/31/25	McCay Hall HVAC Replacement	Pubic Works
Jerico Fire Protection Company, Inc	$12,000	7/1/25-6/30/26	Fire Sprinkler Service	Pubic Works
Celeste Freeman	$2,999	7/15/25-9/30/25	Every Child Ready to Read Program	Library
Viginia "Vicky" Cole	$2,999	7/22/25-6/30/26	Library Literacy English as a Second Language Assistance	Library
Brand Automotive Services	$3,658	6/1/25-8/30/25	Vehicle Repairs & Parts	HHSA
35A District Agriculture Association	$150	8/29/25-9/1/25	Booth at Fair for Breastfeeding Station	HHSA
Technique Towing	$300	6/15/25-7/31/25	Towing Honda Pilot	HHSA
The Water Connection, Inc	$6,000	7/1/25-6/30/26	Backflow Services for County Facilities	Pubic Works
Auto Finesse Detailing LLC	$20,000	7/1/25-6/30/27	Exterior & Interior Auto Detailing	Probation
Ranch Fence	$4,185	6/1/25-6/30/26	Fencing Services	Sheriff
Sherman Antone	$7,419	6/1/25-6/30/26	Armed Security	Sheriff
Jorgensen Company	$9,000	7/1/25-6/30/26	Fire Extinguisher and Fire Suppression Service	Pubic Works
Cheryl Berg	$14,103	7/15/25-6/30/26	Library Literacy Program Assistance	Library
Mariposa Portable Sanitation	$1,950	5/23/25-11/23/25	Sanitation Services for North County	HHSA
Mariposa Portable Sanitation	$15,000	7/1/25-6/30/26	ADA Compliant Portable Sanitation & Septic Service	Pubic Works

Eben Burgoon	$860	10/1/25-10/31/25	Comic Book and Storytelling Workshops for Library	Library
Coarsegold Family Chiropractic	$6,000	7/1/25-6/30/26	Department of Transportation Physicals FY26	Pubic Works
Mountain Aire Heating & Air Conditioning	$20,000	7/1/25-6/30/26	HVAC System	Sheriff
Lancaster Painting	$20,000	6/1/25-6/30/26	Polyurethane Flooring	Sheriff
S&S Electric	$2,999	7/1/25-6/30/26	Electrical Services	Sheriff
Anna Friedland	$2,999	7/14/25-12/31/26	Art Lecture Seres Events and Art Workshops	Library
Hoffman Security	$5,000	7/1/25-6/30/26	Fire Alarm & Panic Button Monitoring	Pubic Works
OverDrive	$3,500	7/1/25-6/30/26	eBooks membership	Library
Mariposa Sign and Print	$14,500	11/1/24-6/30/25	Marketing Services- Signage	HHSA
Scott's Cleaning Services	$1,000	6/15/25-8/31/25	Cleaning 4975 12th Street (Dixon)	HHSA
Krazen & Associates, Inc	$2,700	6/17/25-8/17/25	Phase 1 Environmental Site Assessment for 10304 Fiske Road, Coulterville CA 95311	HHSA
Hoffman Security	$5,328	5/1/25-4/30/26	Camera Maintenance	Probation
Colantuono, Highsmith, Whatley, PC	$10,000	7/1/25-6/30/26	Legal Services	County Counsel
Hoffman Security	$563	5/1/25-4/30/26	Security Monitoring on Security System	Probation
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in July 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report 8-12-25**

VOTE RESULT

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

Software Report

Board Agenda Item for August 12, 2025

Contractor	Amount	Term	Service	Department
Accela, Inc	$3,749.33	7/1/25-12/31/25	Software as a Service	HHSA
Files.com	$17,453	7/7/25-7/8/28	Modern Cloud SaaS for Managed File Transfer Automation	HHSA
Maverick Data Systems	$5,500	7/1/25-6/30/26	Search Warrant Writing Platform	Sheriff
DFM Associates	$8,600	7/1/25-6/30/26	Software for filing fictitious business name statements	Treasurer/Tax Collector
Net File, Inc	$3,250	3/1/25-2/28/30	Software for Form 700 Maintenance	Treasurer/Tax Collector

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

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

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **7-11-25 IHSS Advisory Committee Meeting - Minutes**
2. **7-18-24 WAAB Minutes Approved**
3. **250509 CCAC FINAL #54**
4. **250609 HSRPC Minutes FINAL**
5. **250613 CCAC MINUTES #55- FINAL**
6. **AAC Minutes 12.9.24 - SC (1)**
7. **CPSAC-250224 Minutes FINAL**
8. **SSTAC Meeting Minutes 4-24-24 - Approved**
9. **SSTAC Meeting Minutes 10-30-24 - Approved (1)**
10. **TAC Meeting Minutes 11-13-24 - Approved**

11. **TAC Meeting Minutes 12-4-24 - Approved**
12. **WAAB 4-25-2024 Minutes (1) with correction TH**
13. **Water Agency Advisory Board Minutes - 3-27-25 Approved with 1 correction TH**
14. **COA Minutes - 7.23.2025**

VOTE RESULT

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

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Friday, July 11th, 2025

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

Members Absent: Eva Adams & TerryLie DeBeck

Union Representative(s): Todd Goss

Staff Present: Jason Allen & Jesse Bullis

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): Albert Boyd

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:40PM by

chair Dana Hallett. The Committee proceeded to consider the agenda, and the following actions were taken or direction given:

1. Public Comments:
    a. Guest Albert Boyd asked about being able to work with IHSS to offer a service to seniors to help clean vehicle windows and adjust rear view mirrors. Jason and Jesse informed Albert that is not something that can be offered through the IHSS program and would likely need to be something that he advertises and offers personally if he wishes to do so.
2. Approvals:
    a. July 11th, 2025 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D. to approve the July 11th., 2025 Agenda.
    b. June 13th., 2025 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D. to approve the June 13th., 2025 Minutes.
3. UDWA - Union Status Update:
    a. All cuts against IHSS at state level have been reversed.
    b. Shared a packet about the new Development and Strategic Initiatives Department. The following topics were covered: Organizational chart, Resource Centers, The Community Colleges Project and resources associated

with it, The Gateway to Citizenship Initiative, The Community Resiliency Program, Family Child Care Educator Apprenticeship Program, Vivid Life-Private Caregiver Worker Coop., Pride Member Committee, community food distribution program at 2935 Business Parkway in Merced, member outreach, Grants and UDWA contact information. Reach out to the Merced UDW office at 209-386-1120 for more information on any of the above-mentioned programs.

4. New Business:
    a. Ethics training due for all members, letters containing instructions on how and where to complete this was shared and will also be emailed with the follow-up meeting packet.
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. N/A
    b. Janet – Public Authority (PA):
        i. N/A
    c. Jesse – IHSS Social Worker Supervisor:
        i. Dana asked if there is a clear threshold for when a person is required to be placed in a care facility, Jesse informed her that the determination would have to be made by a medical doctor and as long as a person is

not a harm to themselves or others then the individual has a right to self determination and cannot be forced into a facility or be required to see a doctor.

ii. Sending Jason an informational Q&A regarding transportation reimbursement that will be sent to all members.

6. Quarterly Stats Update:
    a. Presented by Jesse. Printouts containing the specific information was provided to all present.
7. Next Scheduled Meeting Date: August 8th, 2025.
8. Adjournment: @ 2:54 PM.

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

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

TEAM, SERVICE, STEWARDSHIP

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

WATER AGENCY ADVISORY BOARD/DROUGHT AND WATER SHORTAGE TASK FORCE

ACTION SUMMARY MINUTES
July 18, 2024
3:00 PM
5362 Lemee Lane
Mariposa, CA 95338

A. 3:00 PM Called to Order

Attendee Name	Title	Status	Arrived
Vacant	District I		
Mike Guenther	District II		Y
Sonny Palmer	District III		Y
Mark Rowney	District IV		
John McCamman	District V		Y
Dave Conway	At-Large		
Michael Martin	At-Large		Y
Ex-Officio/Non- Voting	MPUD		
Shannon Poe	Supervisor District II		
Dannette Toso	Supervisor District III		
Steve Dahlem	County Counsel		Y
Joan Zierott	PW Representative		
Jean Dordan	PW Representative		Y
Sam Cerveny	PW Representative		Y
Matt Hespinheide	County Engineer		Y
Bill Leonard	Southern Miwok		Y
Nick Zaninovich	Black Water Engineering		Y
Chris Johnson	Aegis Groundwater		Y
Tom Birmingham	Hallmark for Flying M Ranch		Y
Art Baggett	Public		Y
Ben Goger	Planning Department		Y

B. **Introductions** - None

C. **Public Comment** - None

D. **Approval of Minutes –** Postponed to next meeting

E. Action Items

1. Approve By-Laws - Postponed to next meeting
   a. Verify quorum
2. Presentation from Flying M Ranch
   a. Tom w/ Westlands
   b. Burns Dam Complete 1950, 14.4 from exchequer, 12 miles from Merced
   c. Who start Conversation w/ MID Ranch or Mariposa County
   d. Develop MOU Feasibility diversion
   e. Develop legislation for dam storage @ Burns Dam
   f. Develop cost share for agreement
   g. MOU done with NPS, Tribes and Conservation groups
   h. MOU with Flying M Ranch committee then to BOS

F. Discussion Items

1. Discussion of the review of MID settlement payments and audit report
   a. Per Steve Dahlem, County Counsel - Received final report, need permission from the board to release to committee.

Recess Water Agency Advisory Board

G. Drought And Water Shortage Task Force

1. Discussion of Resiliency Plan – Nothing to report

H. Public Comment Non- Agenda Items

1. Matt – Domestic -How Many went dry? 11 months left on grant
2. Water will end up in Merced County

I. Next Meeting

Next meeting scheduled for August 22, 2024 at 3:00 PM

J. Adjournment

Meeting adjourned at 4:17 PM

Respectfully submitted,

Tennille Holt
Executive Assistant
Phone 209-966-5356 x1124
Email tholt@mariposacounty.org
Web www.mariposacounty.org

Mariposa County

CODE COMPLIANCE ADVISORY COMMITTEE

http://www.mariposacounty.org/

GABRIEL EDWARDS	**CHAIR**
ROB FOX	**VICE-CHAIR**
FLOYD DAVIS	**MEMBER**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMBER**
KEN MELTON	**MEMBER**

CODE COMPLIANCE ADVISORY COMMITTEE AMENDED FINAL SUMMARY MINUTES

MAY 9, 2025 (APPROVED 6/13/25)

A. Call to Order and Roll Call

Chair, Gabe Edwards, called the meeting to order at 2:03 P.M.

Members Present: Ken Melton, Gabe Edwards, Kris Casto, Floyd Davis, Robert Fox,
Members Excused: Colleen Rhodes
County Staff Present: Planning Staff: Steve Engfer, Sophea Craighead, and Marcia Burton. Code Compliance: Bart Conner. Interim Building Director, Corrina Miranda.

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

Public Comment received via telephone from Colleen Rhodes (CCAC member), informing the committee that she was attending as a public citizen and understood that she could not vote.

C. Approval of Minutes

1. Review and Approve Minutes of February 14, 2025 Meeting

By Motion of Casto, Seconded by Fox, The Code Compliance Advisory Committee approved February 14, 2025 minutes as presented. 4 ayes, 0 nays, 1 excused (Colleen Rhodes), 1 abstained (Floyd Davis). Motion Passed.

2. Review and Approve Minutes of April 11, 2025 Meeting

A discussion occurred regarding the accuracy of the draft minutes pertaining to Melton and Casto's agenda items that were expected to be included in the May 9, 2025 agenda packet. Melton noted that it was specifically called by the Chair to include the Recreational Vehicles (RVs) and Park Trailers issues requested by Melton and the Flow Chart by Casto.

Sophea Craighead, Planning Staff, noted that during the discussion the Chair asked for each member to provide Planning Secretary with their items for discussion by April 28, 2025 to be included in the

packet that was recorded under Item G, Future Agenda Items, second bullet point. Casto provided a document called " Future CCAC Codes and Recommendations" prior to the publication of the agenda packet and her checklist was included in the agenda packet for discussion.

Steve Engfer, Planning Director, suggested amending April 11, 2025 minutes to memorialize Melton's request for RVs and Park Trailers to Item G, Future Agenda Items, and add another bullet point to include a discrete discussion regarding RV's/Park Trailers.

Edwards noted that the bullet point should specifically state that he asked the members to bring any of their concerns to the agenda for future discussion, but it wasn't intended to bypass Melton's specific request to discuss at the next meeting (this meeting).

In conclusion, the April 11, 2025 minutes will be amended to include Melton's request for an agendized item to discuss RV's and park trailers and Casto requested a flow chart of the process for violation and clean up to Item G, Future Agenda Items.

By Motion of Casto, Seconded by Davis, The Code Compliance Advisory Committee approved April 11, 2025 minutes as amended. 4 ayes, 0 nays, 1 excused (Colleen Rhodes), 1 abstained (Robert Fox). Motion Passed as Amended.

D. Discussion and Possible Action

1. Discussion and possible action regarding recommendations to the Board of Supervisors on the Code Compliance Program: Steps 1-4, as amended, correlated with the January 10, 2025 Joint PC/CCAC Code Compliance Program Recommendations in preparation for response to the Board of Supervisors. (Planning Staff Presentation).

Engfer provided an overview of the memorandum and noted an error in the memorandum for Item D.1., second paragraph, he explained that the date of May 9, 2011 should have been May 9, 2025, and explained that there was a typo in the CCAC meeting date that should have been December 20, 2024 for Item #2 that states "CCAC met on December 20, 2025, and recommended alternative Code Compliance Program in preparation for the Joint CCAC/PC meeting of January 10, 2025."

Engfer noted that at the January 10, 2025 CCAC and Planning Commission Joint Meeting, the Planning Commission agreed to the alternative to the Code Compliance Program. Engfer noted that staff will provide an informational presentation on the draft code, including repeal and replace Chapter 17.144 into Title 1 for the Compliance/Enforcement Program on June 27, 2025 Joint CCAC and Planning Commission meeting.

Engfer noted that Step 1 has been finalized by the committee and recommended that the CCAC shift their evaluation from the original Steps 2 through 4 to the recommendation set for the Planning Commission Development Code Update Title 1, Enforcement. He then shared his opinion, based on his evaluation, that the work should be focused on the draft Title 1, which included California Government Code Section 25845 and 22720 through 27728, and the integration of

related provisions for health and safety, civil penal and vehicle codes. In addition, to build on the Planning Commission and CCAC discussions to maintain consistency within Title 1 for those codes in terms of the program.

Edwards agreed with Engfer, but held his comments as he wanted to hear from the committee first.

Melton asked for clarification from Staff pertaining to Title 1. He wanted to know if Title 1 will be replacing Steps 1-4 or will it have the same intent as Steps 1-4. He then asked if discussion will end regarding Steps 1-4. Melton noted that the CCAC has not made an official recommendation on Steps 2–4.

Engfer provided clarification noting that Title 1 was based on the recommendations that were made to create the code for the program and with regards to the Amnesty (as recorded in the minutes from the joint meeting) it was requested that the program gets established in parallel with Title 1 to include an ongoing Amnesty Program built into it. Engfer then noted that Steps 2-4 will be reviewed again after the program has been created for Title 1 as the changes to the recommendations by the CCAC will affect Steps 2-4. Also, it has been identified in the memorandum that the CCAC did not review Steps 2-4.

Edwards noted that the memorandum dated May 14, 2024 was missing information that the CCAC had previously discussed; specifically, suggestions made by Lydia Clary and Colleen Rhodes. He then stated that if the CCAC had completed Steps 1-4 they would have fulfilled their mission by improving conditions that would have changed the dynamics of the way that code enforcement happens in the Community. Edwards suggested that the CCAC view the memorandum as a checklist and put a check box next to each item and check the box off as they move through the process, and include the information and suggestions made by the committee from previous meetings.

Edwards highlighted that Steps 2-4 will not be forgotten but placed on hold until Staff has figured out the ramifications of incorporating Government Code Sections 25845 and 27720 through 27728. He then provided a recap from when the CCAC recommended the repeal of Chapter 17.144 in the Development Code Update; therefore, the committee will need to allow Staff time to complete the work to incorporate Step 2 into Title 1.

Davis asked for clarification regarding the draft for Title 1 regarding the CCAC's opportunity to make changes to the draft when it becomes available.

A discussion occurred regarding the CCAC being able to review the draft prior to the Joint Planning Commission and CCAC meeting on June 27, 2025 with Engfer confirming that the committee will be able to review the draft at the June 13, 2025 meeting.

Casto expressed concerns regarding the codes for Chapter 17.144 and stated that it needed to be discussed along with the possible denial of building permits. Then a discussion occurred regarding the recommendation from the CCAC to repeal and replace Chapter 17.144, and that the draft isn't ready to be presented as Staff is working on it. Staff provided clarification regarding the building permits that Casto was concerned about.

2. Discussion and possible action regarding existing Ad Hoc committee and existing members with the potential to appoint new members for the Code Review including the California Government Code 25845

A discussion occurred regarding the formation of an Ad-Hoc committee. Edwards noted that the CCAC has an Ad-Hoc committee, but the Ad-Hoc committee members have not met in a long time and that a few of the Ad-Hoc Committee members are no longer CCAC members and questioned whether the membership should be changed and if the item to be discuss should be the Government Code Section 25845.

Engfer shared that Davis requested that an item be considered for the agenda regarding the formation of an Ad-Hoc Committee and noted that there was already an existing Ad-Hoc Committee for Code Review that consisted of Gabe Edwards, Lydia Clary and Ken Melton, as of November 2023. Engfer noted that there wasn't a need to create a new Ad-Hoc Committee, but that there was a need to appoint or select members.

Edwards expressed that it was a fantastic idea to discuss Government Code Section 25845 and shared the importance of why this discussion will benefit the committee when the draft becomes available and will ensure that the members are prepared to address the procedures and policies presented by Government Code Section 25845. He then opened the floor for the members to provide their comments and feedback.

Davis was in favor of the Ad-Hoc formation and suggested that the Ad-Hoc committee should narrow the items down and prepare a draft to bring back to the full committee or the Planning Commission.

Melton shared his experiences as an Ad-Hoc Committee member as being a positive one; however, he noted that it wasn't appropriately used and didn't agree with having the Ad-Hoc Committee with 2 members as it was easier to discuss as a full committee based on the number of active members.

Fox noted that the CCAC should commit to reading Government Code Section 25845 to discuss and receive everyone's comments and feedback at the next meeting.

Casto suggested bringing in legal counsel to discuss due process issues. Edwards encouraged the members to review the minutes from previous meetings with County Counsel, Steve Dahlem; specifically discussing Government Code Section 25845 and the implementation of 25845.

After discussion, the committee decided to decline the formation of the Ad-Hoc Committee, and recommend adding Title 1 based on Government Code Sections 25845 and 27720 through 27728 to be considered by the full committee.

Per Edwards, no motion was needed to decline the formation of the Ad-Hoc Committee as they had their discussion.

Public comment was received by Colleen Rhodes (CCAC Member on the telephone) who spoke about policy issues for Title 1 and provided the following preliminary questions:

1. Will there be funds available to be placed in an abatement line item to fund the initial county abatement process? Or will it be at county expense, subsequently to be reimbursed by property owners?
2. Is there any potential for an abatement fund to be created?
3. If funds are not made available, how can this process be funded?
4. What is the amount?

Rhodes suggested that Staff should take on this task to provide the CCAC with an answer regarding budget/funding.

Rhodes highlighted that under Government Code Section 27728, there will be a cost to the County for a Hearing Officer or possibly a Hearing Board. She then noted that other jurisdictions handle this in many ways, so merely adopting code from another jurisdiction and attempting to fit it to Mariposa's needs would not necessarily be effective, but the Hearing Officer issue is paramount because that's where the due process either succeeds or fails.

Lastly, Rhodes referenced the Administrative Cost of the Appeals Hearing and stated it should be a simple hearing process that costs very little as it would not require an Attorney on the part of the property owner or the County. Rhodes then expressed that she was personally uncomfortable that this had not been presented to the Board of Supervisors to receive some kind of policy opinion or for the budget evaluation.

Engfer acknowledged that he received the three items and discussion points from Rhodes and noted that he will discuss with the County Administrative Officer.

E. Information Items

1. Online Permitting System Update (Tyler) Demonstration of software

The Interim Building Director, Corrina Miranda provided a demonstration of the online permitting system with a progress update since the software went live December 9, 2024. She then noted that she will be presenting the demonstration at the May 20, 2025 Board of Supervisors meeting.

Miranda shared the following updates:

- as of April 2, 2025, Staff created an Express Permit Policy for a faster turnaround time with exceptions for buildings in the historic areas
- Tyler Reporting – access data that wasn't previously readily available
- Code Compliance – Still customizing and will be based on the CCAC's recommendations

There was no public comment received.

2. Building Appeals Board Update

Due to the time constraint, this item was not discussed and will be added to the next meeting.

3. Case Log Update

Due to time constraint, Bart Conner, Code Compliance Technician, provided a quick update with a screen shot of the case log.

Conner shared the following information:

- Almost 200 new cases in 2025
- The case log has been split up between the Departments (Environmental Health, Planning and Building)
- They've closed 132 cases in the past year, one as old as 1997
- The old marijuana cases – he has been receiving good compliance from people

Edwards requested to have the case log included in the next agenda packet and for Conner to present as the first agenda item after Approval of Minutes.

F. Future Agenda Items

- Code Compliance Case log (first item on the agenda and include the case log in the agenda packet)
- Edwards asked for the CCAC members to bring items of specific questions, concerns, and any items for staff to address as a public comment item, then incorporate into the future agenda item for further discussion: Kris Casto- Flow Chart (provided document to staff)
- Discrete Discussion -Ken Melton - RV's and Park Trailers
- Title 1 Draft from staff
- Coleen Rhodes public comment regarding budget/funding for Title 1 for staff to address and bring back to the committee
- Building Appeals Board Update

H. Adjournment

By Motion of Casto, Seconded by Melton, the Code Compliance Advisory Committee meeting adjourned at 4:09 P.M. 5 ayes, 0 nays, 1 excused (Colleen Rhodes), 0 abstained. Motion Passed.

Respectfully Submitted by Sophea Craighead, Acting Secretary

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The Planning Department

FINAL MINTUES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

JUNE 9, 2025 (Approved 7/14/25)

1. Call to Order and Roll Call:

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley 10:00 A.M.

Present: Jacob Hawley, Richard Westfall, Clay River, Letha Goger, Kathleen Leavitt, Jeanetta Phillips
Planning Staff: Marcia Burton, Shane Patterson, Steve Engfer
Excused: Jazzmyn Gegere
Guests: Charlie Phillips

2. Public Comment on Non-Agenda Items:

There was no public comment received.

3. Approval of Minutes

a. May 12, 2025 Meeting

By Motion of Kathleen Leavitt , Seconded by Clay River, The Historic Sites and Records Preservation Commission approved May 12 , 2025 minutes as presented. 5 Ayes, 0 Nays, 1 Excused (Jazzmyn Gegere, 1 Abstained (Janetta Phillips). Motion Passed.

4. Discussion and Recommendation

a. Historic Design Review Application No. PLAN-DIS-2025-00033: Recommendation to the Planning Director on New Signage located at 5025 Highway 140, (APN 013-184-011); Joshua Standen, Applicant.

Shane Patterson, Planner II, presented the new signage with a PowerPoint presentation and asked the Commission to provide their recommendation to the Planning Director for determination.

A brief discussion occurred between the Commission and Staff regarding the approved color pallet, sign logo being the Company branding, and lighting. Hawley noted that the original cylinder lights were not historic, but the awning and color were previously approved.

There was no public comment received.

By motion of River, seconded by Leavitt, the HSRPC recommended the approval that the Planning Director approve the new signage as presented located at 5025 Highway 140, (APN 013-184-011). 6 Ayes, 0 Nays, 1 Excused (Jazzmyn Gegere), 0 Abstained. Motion Passed.

5. Committee Business

a. HSRPC Project Updates:

I. Records Preservation Program:

There are currently no updates available.

II. Historic Design Review Overlay (HDRO) Outreach Campaign:

Hawley reminded the Commission that they had previously discussed scheduling an Ad-Hoc meeting but questioned if this meeting was scheduled.

Goger stated she was present for this discussion and informed the Commission that Pivak will have the Ad-Hoc meeting date scheduled for the middle to late summer. Then noted that Pivak will have a slide deck to present that consisted of their proposed ideas.

III. Gold Rush Design Review Guidelines:

Goger noted that the grant had been cancelled and shared that Pivak suggested holding off on completing the Gold Rush Design Review Guidelines until after she brings forth an item to the Board of Supervisors for directions. Engfer noted that staff are working on ways to implement and funds for the project.

IV. Certified Local Government (CLG):

This item was not discussed.

V. Historic Resource Inventory Database:

Hawley shared that he will be receiving an update from Sarah Hughes and her team after they have corrected names and pre-existing numbers on the maps and will have an accurate number of maps that will be stored in El Portal.

6. Future Agenda Items: None.

7. Discussion:

Leavitt noted that she received an Affective Property Owner (APO) letter regarding the empty lot downtown and that the applicant applied for a liquor license and asked if there was a building permit.

Hawley shared that the applicant applied for a permit for non-permanent businesses.

Charlie Phillips (public) shared that the applicant will be using the parcel for various food vendors throughout the week.

Engfer noted that the applicant had applied to amend the current Conditional Use Permit (CUP) as their plans were out of the original CUP scope and are currently working on the overall project description. Staff will determine if applicant needs to amend the CUP or use the approved 2012 CUP.

A brief discussion occurred between the Commission and Engfer regarding the process of the CUP, zoning, Historic district, CUP conditions, and ABC license.

8. Adjournment

There being no further business, the regular meeting of the HSRPC was adjourned at 10:41 A.M.

Respectfully submitted by Richard Westfall, Secretary for HSRPC

Mariposa County

http://www.mariposacounty.org/

CODE COMPLIANCE ADVISORY COMMITTEE

GABRIEL EDWARDS	**CHAIR**
ROB FOX	**VICE-CHAIR**
FLOYD DAVIS	**MEMBER**
CL RHODES	**MEMBER**
KRIS CASTO	**MEMBER**
KEN MELTON	**MEMBER**

FINAL MINUTES OF THE CODE COMPLIANCE ADVISORY COMMITTEE

June 13, 2025 (Approved 7/11/25)

A. Call to Order and Roll Call

Chair, Gabe Edwards, opened the meeting at 2:04 P.M. and announced there was a quorum.

Members Present: Ken Melton, Gabe Edwards, Kris Casto, Floyd Davis, Robert Fox and Colleen Rhodes.
Members Excused: None.
County Staff Present: Planning Staff: Steve Engfer, Sophea Craighead, and Marcia Burton. Code Compliance Technician - Bart Conner, Interim Building Director - Corrina Miranda, and District V Supervisor Miles Menetrey.
Public Present: Lydia Clary and Al Golub.

B. Public Comment on Non-Agenda Items

For items within the jurisdiction of the Code Compliance Advisory Committee and not on today's agenda. No action will be taken on non-agenda items.

There was no public comment received.

C. Approval of Minutes

1. Review and Approve Minutes from May 9, 2025 Meeting

Rhodes noted that she was providing a public comment via phone lines to Item B, Public Comment on Non-Agenda Items, and to include "phone lines" in the sentence so the public knew she was not present at the meeting.

Edwards noted that Item 2, Discussion and possible action regarding existing Ad-Hoc committee and existing members with the potential to appoint new members for the Code Review including the California Government Code 25845, first paragraph should state "Edwards noted that the CCAC has an Ad-Hoc committee, but the Ad-Hoc committee members have not met in a long time" instead of "Edwards noted that the CCAC didn't have an Ad-Hoc committee for some time" as that was incorrect because the CCAC had an Ad-Hoc committee.

By Motion of Casto, Seconded by Fox, The Code Compliance Advisory Committee approved May 9, 2025 minutes with amendments. 5 ayes, 0 nays, 0 excused, 1 abstained (Colleen Rhodes). Motion Passed as amended.

D. Information Items

1. Case Log Update

Bart Conner presented the Mariposa Code Compliance Case Log with a PowerPoint presentation. He provided the committee with an update on new and closed cases from 2024 to present (by category).

Rhodes shared that the public reached out to her expressing appreciation for Conner and viewed him as being fair and easy to work with.

A discussion occurred between Conner and the CCAC members regarding the type of violation assigned to certain cases, cannabis cases, and Building Without a Permit (BWOP).

Fox asked what process Conner used as he noticed that there were a lot of older cases being closed around the same time as the newer cases. Conner's response was that he included the older case to his case log when he would be in that area.

Rhodes asked Conner if he felt that his time was well spent on the older cases and if the new cases produce better results in comparison to the older cases. Then she asked a follow up question on whether the older cases were easier to work on, and if it would be helpful to eliminate the case category or age of case. Conner noted that the newer cases are easier to solve because the case is new. Conner said that he did not want the old cases to be eliminated as he enjoys staying busy. He shared an old case in Dog Town where a fine or abatement process wasn't necessary as the place needed to be cleaned.

Casto asked if Conner had any suggestion pertaining to property owners who are not willing to work with the county. Conner noted that the Administrative Hearing Board is needed and that the non-compliant property owners should be fine to recoup the cost. This is a life and health, safety issue.

Edwards asked how many closed cases were unwilling to participate in the process? Conner estimated about half a dozen were unwilling to comply and used a case as an example.

Before moving to the next agenda item E1, Edwards asked Melton and Casto if they wanted to have a discussion on Item E2 and E3 as he suggested tabling these items to the next meeting. Melton noted that Item E1 took priority. Casto noted that it was fine to table Item E3 but would like to see the committee continue to move forward.

A motion Rhodes, seconded by Melton, the CCAC approved to table Item E2 and E3 to the July 11, 2025 meeting. 6 ayes, 0 nays, 0 excused, 0 abstained. Motion Passed.

E. Discussion and Possible Action

1. Discussion and possible action for recommendation of Proposed Uniform Code Compliance and Enforcement Program — Draft Ordinance Adding Title 1, Chapter 1.40; Repeal and Replacement of Title 17.144; Amendments to Titles 8 and 15 in

accordance with Planning Commission and Code Compliance Joint Recommendations. (Planning Staff Presentation)

Steve Engfer, Planning Director, presented an overview of the purpose and intent of the CCAC's recommendation of the Proposed Uniform Code Compliance and Enforcement Program. Engfer noted that the Preliminary Draft Ordinance was not the final version and highlighted that today's goal was to receive feedback from the committee for staff to revise. Then bring the revised version to the Planning Commission and Code Compliance Advisory Committee on June 27, 2025 joint meeting and ultimately the final draft will go to the Board of Supervisors for final approval. Engfer stated that the date is to be determined but will provide the committee with the latest updates. Engfer then expressed that he wanted to get this right and that staff was ready for the committee's feedback.

There was no public comment received.

Rhodes commented that she has an overview and completed line edits of the draft and expressed that she has concerns. Rhodes spoke about the September 18, 2023 Joint meeting with the Board of Supervisors where she presented a document called "A California Code Enforcement Options" that she produced. Rhodes highlighted that she attempted to make clear in this document what the State law framework is for code enforcement and noted that the committee cannot come up with code that violates or disregard State law.

Rhodes noted that the draft code presented to the committee is not legal and that it disregards important laws and noted that the draft code needs to be thrown out as the structure was not right, essential components and violations were left out, then questioned the definitions.

A lengthy discussion occurred between the CCAC members and staff regarding State law, code, policy, public hearing process, the Building Appeals Board, and Government Code 25845.

Clerk of the Board, Danielle Bondshu read the Board's direction from May 14, 2025 for the CCAC regarding the Code Compliance as a whole and Code Enforcement for the Development Code.

Supervisor Menetrey introduced County Administrative Officer, Joe Lynch, who spoke about the Board of Supervisor's providing distinct directions for staff to bring a draft to this meeting for the CCAC to edit and to have the revised version presented to the Planning Commission. Lynch agreed with Rhodes and recommended going to the July 1, 2025 Board of Supervisors meeting for discussion and direction on how to move forward and for the Board to allow an Ad-Hoc committee consisting of himself, County Counsel, Walter Wall, and CCAC members to develop the Preliminary Draft Ordinance.

The CCAC members concurred with Lynch in the development of the Preliminary Draft Ordinance through the Ad-Hoc Committee pending the Board of Supervisors direction.

The Joint Planning Commission and Code Compliance June 27, 2025 meeting has been postponed until further directions have been received from the Board.

A motion Davis, seconded by Melton, the CCAC approved to accept the recommendation by Lynch, and cancel the joint Planning Commission June 27, 2025 meeting, and move forward to the Board of Supervisors July 1, 2025 meeting for direction, and table Item E1 to a future meeting. 6 ayes, 0 nays, 0 excused, 0 abstained. Motion Passed.

2. CCAC Member Ken Melton – Discussion on Recreational Vehicles and Park Trailers

It was determined that this item would be tabled to the next meeting after the committee completed Item D1.

A motion Rhodes, seconded by Melton, the CCAC approved to table Item E2 and E3 to the July 11, 2025 meeting. 6 ayes, 0 nays, 0 excused, 0 abstained. Motion Passed.

3. CCAC Member Kris Casto – Discussion on Flow Chart of the Process for violation and clean up

It was determined that this item would be tabled to the next meeting after the committee completed Item D1.

A motion Rhodes, seconded by Melton, the CCAC approved to table Item E2 and E3 to the July 11, 2025 meeting. 6 ayes, 0 nays, 0 excused, 0 abstained. Motion Passed.

F. Future Agenda Items

- CCAC Member Ken Melton – Discussion on Recreational Vehicles and Park Trailers
- CCAC Member Kris Casto – Discussion on Flow Chart of the Process for violation and clean up
- Discussion and possible action for recommendation of Proposed Uniform Code Compliance and Enforcement Program – Draft Ordinance Adding Title 1, Chapter 1.40; Repeal and Replacement of Title 17.144; Amendments to Titles 8 and 15 in accordance with Planning Commission and Code Compliance Joint Recommendations

G. Adjournment

By Motion by Rhodes, seconded by Melton, the Code Compliance Advisory Committee meeting adjourned at 4:05 pm. 6 ayes, 0 nays, 0 excused, 0 abstained. Motion Passed.

Respectfully submitted by Sophea Craighead, acting Secretary

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

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

TEAM, SERVICE, STEWARDSHIP

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AIRPORT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES
December 9, 2024

A. 3:00 PM Called to Order

Attendee Name	Title	Status	Arrived
Aitor Loymendy	Cat. A		
Roy Anderson	Cat. A	Y	
Gary Friesen	Cat. A	Y	
Joe Coho	Cat. B	Y	
Vacant	Cat. B		Vacant
Rick Leinheuser	Cat. C	Y	
Patricia Skogen	Alt. 1		
Andy Ferris	Alt. 2	Y	
Ron Rhodes	Alt. 3	Y	
Supervisor Miles Menetrey	BOS Liaison	Y	
Director Shannon Hansen	PW Rep.	Y	
Deputy Director Sam Cerveny	PW Rep.	Y	
Deputy Director Melinda Rice	PW Rep.	Y	
PW Accountant Joy	PW Rep.	Y	
Executive Assistant Tennille Holt	PW Rep.	Y	
Many members of the public in Galley area		Y	

A. Introductions - Yes

B. Public Comment (non-agenda items)

1. Andy Ferris – Young Eagles meet monthly; can they still use the terminal for mtgs.? Next Young Eagle event is in May. They have event 2x/yr.
   a. Deputy Director Cerveny - Yes, Will need to fill out a facilities use permit and provide/purchase insurance. Parks & Rec will be adding the Airport Terminal to the list of avail rentals.
   b. Provide a list of requirements – will need access to a laptop & printer
      - County cannot provide access to laptop & printer
   c. Guest Wi-Fi will be avail.
   d. Director Hansen - There is a clause for non-profits on rental, discounted rates. We will work with the existing groups.

2. Joe Coho – Would like to recognize Jean Dordan for her contribution to the committee.
3. Klaus Heddergott – sold his plane wants to sell his hanger
   a. County received his notice of intent to sell, we will not be purchasing. Must go to BOS then he can sell to an interested party.
4. Experimental Aircraft Club
   a. Has a mtg coming up in Jan. would like consideration as non-profit to have meeting in terminal.
   b. Wants to note that the TV & Books in the terminal meeting room belong to them.
   c. Director Hansen - we have certain rules we must follow; Public Works does not have the ability to waive, BOS does have the option to waive fees. We just need to know what programs are utilizing the facility.
5. Terminal Questions
   a. Yes – there will be someone here on Jan. 2nd to open it.
   b. Yes, someone will do field checks on Jan. 1 and Yes, they will be trained
6. Master Plan 1195 Appendix possible expansion
   a. Neighboring property is for sale, will the County by it?
   b. Supervisor Menetrey - Not on radar to purchase, currently too expensive

C. Approval of Minutes

1. Approval of the minutes is postponed to next meeting Ron (M) Joe (S)
   Motion Carried
   b. Possibly needs to be amended, will review the recording.
   c. Supervisor Menetrey asked if anyone would like to be added to the minutes email.
   d. Joe Coho requests that minutes be sent to Patricia via USPS

D. Action Items

1. Approve 2025 Mtg. Dates Rick (M) Gary (S)
   Motion carried

E. Updates & Reports Items

1. FBO Report - Deferred
2. Safety – Deputy Director Cerveny stated that the lights requested by Tony have been ordered.
   a. Stan (arrived late) - States there are wires visible on conduit
   b. Stan - Jet Fuel and Av gas are back up and running
3. RFQ – Capital Improvement/Airport Layout Plan Public Works received no interest Planning & Design

a. Engineering Dept met w/ consultant, will prepare a pavement maintenance plan. If approved they will submit an outline to the FAA, for grant approval. Airport must absorb the cost of the outline.
b. Roy Anderson - Same consultant as before?
   - Not the same, but it is a consultant that was referred

4. Cal-Trans Inspection = Trees, still need right of entry for 2 properties. One property is in dispute, and it has been difficult to contact, numbers have been disconnected. The Public Works Fuels Reduction Crew will be addressing as much as they can.
5. Title 19 – 2 sets left for review and the airport terminal, please review. Would appreciate any input.
6. Airport Transition
   a. Airport Fuel – will continue to be Titan
7. Rent and Lease information will go out by the end of January
8. Billing – Joy Hopper describes what the billing invoice will look like and goes over the ways avail. to pay, such as USPS, at PW office, online, or at the Airport terminal.
   a. Ron Rhodes asked what info needs to be on the checks/payment
      - Account #
9. Ron Rhodes – asked about possible power at hangers
   a. Deputy Director Cerveny states that PG&E will not install that many meters and that it would be 1 meter and subbed out. Would need to establish a policy. Hanger #52 is currently disconnected and will be added to the County hanger's power.
   b. Ron – Do we know what the cost of sub meter would look be?
      - No, not at this time
10. Water Access
   a. Deputy Director Cerveny states that water will be metered
11. Stan – (arrived late) Safety comments added above under Safety
   a. No FBO report from Stan

F. Discussion Items

1. AAC Annual Report to the Board of Supervisors
   a. Gary & Danielle confirms report Due April 1st, 2025
   b. Gary prepared the report last yr. with the help of Roy & Ron, Ron & Gary put in about 10 hours each. Ron will help again this year. Can meet up with 3 or less members as a quorum = 4. Roy, Gary & Ron will meet in Late Jan. or early Feb. to get started on the annual report. Need to have completed, so it can be voted on at the Feb meeting.
   c. Member will send out last years copy of annual report.
   d. As a committee of the county can schedule the committee mtg with whom ever is working the terminal. Formal request/schedule is best to ensure the facility is avail.

2. Review of Hangar Lease Rates

a. Deputy Director Cerveny states rates/rate increases will stay in accordance with all current leases, applicable increases will take place February 1st. We will not go back and apply 2%, if they were not applied previously, we will only apply the 2% moving forward.

b. New lease/renewal will now go off CPI, some with cap other with no cap
   - Lease renewals may see noticeable increase
   - Roy asked for an example
   - Deputy Director Cerveny $27 to start, increase to $43

c. Sublet of Hangers is subject to the Airport Managers Approval (Airport Manager is Public Works Director)

d. Lease Terms & Conditions = most deficiencies are lack of Insurance, must have COI on file with PW. Can set up COI for auto with their insurance co.

COB Danielle Bondshu clarified for the committee that public comment on every agenda item, then close and move to the next items. Must be addressed at each item.

3. Role of the Airport Committee

a. Roy – Does lack of Fix FBO effect the committee role?
   - COB Danielle Bondshu states that the role of the committee cannot give advice on any day-to-day activities. Can advise on land use, master plan & general operation (not day-today operations).

b. Danielle will send the Committee Policy, Resolution and Committee Handbook.
   - Roy requests Committee policies to be added as Feb.10, 2025 agenda item.
   - Danielle also, advised that the BOS will be re-evaluating all committee roles, and some committees will be dissolved. Currently the county has a total of 36 committees.

c. Ron Rhodes – confirmed can advise on Master plan and operations
   - Danielle – Can advise on the overall airport operation plan, if it does not affect day-to-day operations.
   - Danielle - noted that it would be a good idea to loop in planning in relation to the Master Plan. As they oversee all Master Plans.

d. Roy Anderson – asked if the Airport committee must exist?
   - Danielle advised that the Airport Committee is not required by law, however, the committee can choose not to continue. Currently, Public Works has not recommended dissolution.

e. Ron – Master Plan 1995 when will should there be another master plan? If the committee has been advising on items outside of the committee scope, should the scope be expanded to include those items?

- Danielle cannot speak for what the BOS would do. Could request the scope/purpose be expanded, but that is the discretion of the board. The scope includes what happens if the Master Plan is not being followed. And if there is something happens within the area of the Master plan, it should come to the committee before it is moved on to the planning dept.

f. Roy asks how the committee is to bring this to the BOS?
   - Supervisor Menetrey Yes, Committee would need to submit a recommendation.
   - Danielle - Committee would need to submit a recommendation to Public Works and that goes to BOS. The annual report is the chance to tell the BOS what they have done, every 4 years the report must be in person. If this is not followed, they could implement a sunset date to close the committee. Sunset policy could change based off upcoming BOS meeting. May of 2023 County Website was updated, and a committee's page was added and includes all the documents.

g. Public Comment on role of committee - Tim states he was active in getting the hangers built and is concerned about the restrictions on what the committees can do. Concerned that a Public Works employee behind the counter will not have a faction of the knowledge that Tony & Stan have to offer. States that history and expertise could be lost, without the Committee's input.
   - Supervisor Menetrey states that we are all here to stay connected and this committee is an excellent way to share/discuss what is needed.

h. Andy Ferris asks if there is a recommendation from the county on what the committee should do?
   - Director Hansen appreciates all the input. Can always call Public Works with any input. Defers to COB Danielle to see what input is allowed

i. Gary Freisen states that he is not real familiar with the Master Plan. Trees, Consultants, what they can act upon and the cost(s).
   - Director Hansen states that Public Works is actively pursuing grants, however, the county does not have a grant writer, and we keep losing out on grants to bigger airports.
   - Deputy Sam Cerveny – We have even adjusted how we approach grants for example that we are in proximity to Yosemite National Park.

j. Jay – asks if anyone has consider bringing in a Hub for UPS/FedEx?

k. Ron – If the committee finds something that the Master Plan supports how does the committee move forward.
   - Danielle – Direction/advise needs to be laid out in the minutes and Public Works would submit Action/Recommendation(s) as an Agenda Item for BOS mtg.
   - Jay – will the committee be notified?

a. Danielle states they can request staff notified them or they can view on the website.

G. Next Meeting

1. February 10, 2025

H. Adjournment

1. Meeting adjourned at 4:33 PM

Respectfully submitted,

Tennille Holt
Executive Assistant
Phone 209-966-5356 x1124
Email tholt@mariposacounty.org
Web www.mariposacounty.org

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

AVA BURNS	**CHAIR**
JACKIE BAXTON	**MEMBER**
CARA GOGER	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCRORY	**MEMBER**
ABBY MILLER	**MEMBER**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

FINAL MINUTES OF THE **CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE**

February 24, 2025 (Approved 6/16/25)

TIME: 12:00 P.M.
LOCATION: GOVERNMENT CENTER, UPPER FLOOR
BOARD OF SUPERVISORS CHAMBER
5100 BULLION STREET, MARIPOSA

Dial in by Phone (long distance charges may apply):
Phone +1 929-352-1921; Access Code: 248 374 22# (Press *6 to mute and unmute.)

Audio of the meeting streams on the internet but has a 1-4 minute time lag. Consequently, members of the public who wish to provide input from off-site are invited to do so by using the above call in line or by submitting written comments.

Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your subject line, please note the Merced River Trail Community Working Group and which agenda item you are commenting on.

1. Send written communication to: Mariposa County Planning Department
   PO Box 2039
   Mariposa, CA 95338
2. Send an email to: planningdept@mariposacounty.org
3. Drop off written communication at: Mariposa County Planning Department
   5100 Bullion Street, Lower Floor
   Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email, or Drop Off) please know that in order to ensure distribution to the Group prior to their consideration of the agenda and in order for your written comments to be placed into the record, it must be received prior to the end of the meeting.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board's Office.

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Creative Placemaking Strategy Advisory Committee (CPSAC) was called to order by Chair Burns at 12:23 PM.

Present: Ava Burns, Jeanetta Phillips, Erica Wolfsen, June McCrory, Gail Dreifus, Xav Dubois

Excused: Kim Brisack, Jackie Baxton, Abby Miller, Cara Goger

Staff: Hannah Harrison

Guests: None

2. Approval of Minutes

a. Meeting of December 16, 2024

By a unanimous vote, the present CPSAC approved a motion by Phillips and a second by Wolfsen to approve the minutes as presented.

3. Public Comment on Non-Agenda Items

No Public Comment

4. Project Updates:

a. *Working Lands, Working Artists* Project

Erica Wolfsen provided an update on the completion of the "Ode to Honey" mural. Interpretive labels for the other artworks in Coulterville County Park are in progress, with QR codes linking to the Arts Council website for more information. The project is now complete, and the committee congratulated the team involved.

b. *Historic Preservation in the Present Tense* Project

Hannah discussed the ad hoc group's efforts to identify locations for temporary art installations, likely murals. The project is funded by the Our Town Grant from the National Endowment for the Arts and aims to update historic guidelines and establish a formal process for public art approval. Potential locations include the side of the volunteer fire department in Coulterville and a parking lot behind the Methodist church. The committee is exploring non-historic buildings in historic districts for art installations.

c. *MCACI Artist in Residency Program* Planning Project

There were no updates on this project.

5. Committee Business:

a. Election of Officers

i. Chair

Dubois and Goger nominated Burns for Chair. Burns accepted the nomination. By a unanimous vote, CPSAC re-elected Burns as Chair.

ii. Vice-Chair

Phillips nominated Wolfsen as Vice-Chair. Wolfsen accepted the nomination. By a unanimous vote, CPSAC re-elected Wolfson as Vice-Chair.

iii. Secretary

Burns nominated Miller as Secretary. Since there were no other nominations, the election for Secretary will be postponed until the next meeting.

b. Discussion on Any Issues Impeding Committee Effectiveness and Goals and Objectives for Next Year in Preparation for the 2024 Annual Report to the Board of Supervisors.

The committee discussed the preparation of the 2024 annual report to the Board of Supervisors. Members expressed the need for a clear document outlining goals and objectives for the next year. The importance of having a structured approach to public art and community engagement was emphasized.

c. Progress Report from the Public Arts/Creative Placemaking Database Ad-Hoc Committee (CPS Program #9)

Dubois provided an update on the progress of creating a public database of art installations. Committee members

were encouraged to contribute to a shared list of known public art installations. The goal is to synchronize this database with the county map and Google Maps for better public access.

d. Update on the Frost Shop Site Activation from Xav Dubois (CPS Project #3)

Dubois reported on the Frost Shop Marketplace, aiming for an opening on April 1st. Conditional use permits are under review, with no significant objections noted. Plans include food trucks, a tool lending library in collaboration with the local library, and community events. The project aims to support local economic development and provide a space for art.

6. Future Agenda Items

The committee will continue to include project updates on the Frost Shop and other ongoing projects in future meetings. Members were reminded to submit agenda items at least a week in advance.

7. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 1:07 PM.

Respectfully Submitted by,

Xav Dubois, CPSAC Member

Mariposa County Local Transportation Commission

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

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

Social Services Transportation Advisory Council

April 24, 2024

Government Center Building – Board Hearing Room

In Attendance: Erick Hanneman – HHSA - Transit
Jeannie Morvay-Clayton – Public Works - Transportation Planning
Rachel Nabors - HHSA – Transit
Tina McLaughlin - HHSA

1. SSTAC Meeting called to order by Jeannie Morvay-Clayton at 8:03 AM.

2. Introductions and a Determination of a Quorum were made.

3. SSTAC currently has four vacancies.

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

5. Tina McLaughlin moved to accept the Draft minutes from October 25, 2023, Rachel Nabors seconded the motion with all members in concurrence.

6. Rachel Nabors moved to accept the annual report with name change for Tina Gavette to Tina McLaughlin, Erick Hanneman seconded the motion with all members in concurrence.

7. Erick Hanneman and Rachel Nabors spoke about a possible Unmet Transit Need that the annual TDA Funds could cover starting in FY 2024-25. Transit has found a new transit routing and ride reservation system that would benefit County Transit riders. The requested increase in annual TDA Funds to Transit would be used for software subscription fees, software updates, and ongoing staff and passenger training. (This item will be included in our annual Unmet Needs Hearing.)

   Further Transit updates were given about the possibility of expanded hours pending increased staff, billing for medical rides, increase advertising for Yosemite West are to include placing ads in Yosemite Express Paper, free trips to Sonora Farmer's Market have been added to the Transit offerings, planned driver located at the new HHSA extension office in North County to increase availability in that area, expecting the arrival of one new SUV in May and two new Ford Transit vans possibly in June, expected launch of the new routing and ride reservation system is June 2024.

8. Tina McLaughlin suggested that Transit partner with the Senior Center when doing the training for the new routing and ride reservation system.

9. SSTAC Meeting adjourned at 8:43 AM. Next meeting will be October 2024 date/time TBD.

Meeting Minutes for April 24, 2024 Approved with vote of 4 ayes at October 30, 2024 Meeting.

Mariposa County Local Transportation Commission

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

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

Social Services Transportation Advisory Council

October 30, 2024

Government Center Building – Board Hearing Room

In Attendance: Erick Hanneman – HHSA - Transit
Jeannie Morvay-Clayton – Public Works - Transportation Planning
Rachel Nabors - HHSA – Transit
Tina McLaughlin - HHSA

1. SSTAC Meeting called to order by Jeannie Morvay-Clayton at 10:02 AM.
2. Introductions and a Determination of a Quorum were made.
3. SSTAC currently has five vacancies.
4. Notice of Meeting and Notice of Vacancies advertised in the local newspaper, letters mailed out to SSTAC interested parties mailing list, notices published on county websites and posted at county buildings.
5. Rachel Nabors moved to accept Draft minutes from April 24, 2024, Erick Hanneman seconded the motion with all members in concurrence.
6. Erick Hanneman gave the group an update on the new transit routing and ride reservation system. Software is onboard and hardware is in the process of procurement. There will be apps for phones and computers for drivers. Transit will still accept call-in requests for rides and provide assistance with scheduling.

Riders will have the capability to load E-passes on their phones and 3B passes. The low income or medical passes are available if a person qualifies for services through HHSA.

The form for new clients through county employees & community partners can help identify people who qualify for 3B passes.

Heritage House no longer has funding for a fixed route in town. Although Transit had discussed adding an in-town fixed route, the one provided by Heritage House was not well used.

Transit has been going to Fresno, Merced and North County daily and is working on a better way to seek medical reimbursements for rides that are covered by insurance plans.

Transit is also looking to add more employees but noted that even with a reduced staff they have been able to accomplish a considerable shortening of the wait time for rides.

Plans are already in motion to increase shopping in Mariposa town area for residence in November and December for additional opportunities for holiday shopping.

7. SSTAC Meeting adjourned at 10:44 AM. Next meeting will be April 2025 date/time TBD.

Meeting Minutes for October 30, 2024, approved with a vote of 4 ayes and 1 abstaining at the April 23, 2025 Meeting.

Mariposa County Local Transportation Commission

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

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

Local Transportation Commission (LTC)
Technical Advisory Committee (TAC)

November 13, 2024

MEETING MINUTES

In Attendance: Wayne Forsythe – Chair LTC
Danette Toso – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning

1. LTC-TAC Meeting was called to order by Wayne Forsythe at 11:00 AM.

2. All committee members are in attendance. Determination of a Quorum was made.

3. Motion to approve minutes from March 6, 2024, meeting, was made by Shannon Hansen and seconded by Steve Engfer. Motion passed with all members voting Aye except Danette Toso, abstaining from the vote who was not present at the March 6, 2024, meeting.

4. Steve Engfer gave the committee members an overview about the Vehicle Miles Traveled (VMT) Policy project. The VMT Policy will be completed by Fehr & Peers Consultants. We had the kick-off meeting for the project on November 6, 2024, and the project is scheduled for completion December 31, 2025.Steve explained the importance of Mariposa County having a VMT Policy in place to not only comply with state mandates but to make the process of new developments coming into the County streamlined and uniform. Using a VMT

methodology will identify the impacts to infrastructure and environment and help mitigate impacts to both.

5. Jeannie asked if there were any new items regarding Transportation Planning in Mariposa County to bring before the committee. None were identified.

6. A motion to close the meeting was made by Wayne and seconded by Shannon. The meeting was adjourned at 11:17 AM. Next meeting will be December 4, 2024 at 11:00.

Meeting Minutes for November 13, 2024 Adopted with a Vote of 5 Ayes and 2 abstaining on December 4, 2024.

Mariposa County Local Transportation Commission

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

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

Local Transportation Commission (LTC)
Technical Advisory Committee (TAC)

December 4, 2024

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Danette Toso – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – District 10 Liaison
Chris Mishra – District 10 Liaison

1. LTC-TAC Meeting was called to order by Wayne Forsythe at 11:02 AM.

2. All committee members are in attendance. Determination of a Quorum was made.

3. Motion to approve the Draft Meeting Minutes from November 13, 2024, was made by Danette Toso and seconded by Steve Engfer. Motion passed with all members voting Aye except, Lloyd Clark and Chris Mishra abstaining from the vote as observers.

4. Motion to approve the TAC 2024 Annual Report to the Board of Supervisors, was made by Steve Engfer and seconded by Danette Toso. Motion passed with all members voting Aye except, Lloyd Clark and Chris Mishra abstaining from the vote as observers.

5. Jeannie asked if there were any new items regarding Transportation Planning in Mariposa County to bring before the committee. None were identified. She also updated the committee with the upcoming Overall Work Program (OWP) FY 25/26 that would need to be reviewed by the TAC for feedback in February.

6. A motion to close the meeting was made by Wayne and seconded by Shannon. The meeting was adjourned at 11:05 AM. Next meeting will be February 2024 date and time to be determined.

Meeting Minutes for December 4, 2024 Adopted with a Vote of 4 Ayes and 1 abstaining on February 5, 2025.

Mariposa County
Department of Public Works

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

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Mariposa, CA 95338
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WATER AGENCY ADVISORY BOARD

ACTION SUMMARY MINUTES
April 25, 2024

A. 3:00 pm Called to Order

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

B. Introductions

None

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C. Public Comment

None

D. Approval of Minutes

Approve the minutes of February 29, 2024, as corrected. (M) Dave Conway (S) Sonny Palmer

E. Action Items

1. Approve the Annual Committee Report for 2023

The Board of Supervisors asked that we add “will sit as Drought & Water Shortage Task Force”. Clarify 2023 membership. In the third paragraph under Background and Information, add “a percentage of revenue up to $300,000” and "18 million". Add “escrow account” in the last sentence.

(M) Michael Martin (S) Mark Rowney with revisions approved by County Counsel.

F. Discussion Items

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

County Counsel Steve Dahlem reported that earlier in the month, County Counsel, outside counsel, and a consultant from Charles River Associates met with outside counsel and MID internal staff to discuss and clarify the calculation of annual payments and determine their accuracy. There will be more discussion on this matter in the near future.

The County expects another payment in April or May 2024, their fiscal year ends March 30th.

Recess Water Agency Advisory Board

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

1. Discussion of Resiliency Plan

County Engineer Matt Hespenheide has been working with Blackwater Engineering to create a plan focusing on the 8,000-acre feet of water from McClure, which carries a usage deadline in 2047. The focus at this point will not be on the 30,000-acre feet at the South Fork of the Merced River. Matt needs clarification that these are the correct facts, after which he will have Blackwater revise the draft for better clarity before reaching out to any regulatory agencies.

Michael Martin emphasizes that there can be no diversion of water during a drought year, as it is anticipated that there could be up to four drought seasons within a 10-year span.

Matt proposes starting a community outreach program by partnering with the Sierra Foothill Conservancy to gather information and data on domestic wells, offering a well test kit in exchange for information. He believes this approach will be better received by the community through the conservancy rather than directly from the county.

Environmental Health possesses records of wells that went dry during the last drought, along with additional information regarding wells in Mariposa County and the amount of water purchased within the county. Matt must report back to the state by June 2025.

Mike Guenther inquired about providing water in an emergency. Matt explained that self-help initiatives intervened during the last drought, emphasizing the need for a pre-established plan before applying for a grant. Raquel Sandoval from OES mentioned existing disaster mitigation plans. Mike Guenther requests a task order to be prepared for the next meeting.

2. Update from Blackwater/Public Works

None, there will be a draft to review from Blackwater at the next meeting.

Reconvene as the WAAB

During the budgeting process, some funds should be allocated for water projects. Michael Martin suggests that this proposal be brought back to the Board of Supervisors, as ideas are moving forward to earmark these funds exclusively for water projects. Additionally, he recommends adding this topic to the agenda for the next Water Agency Advisory Board meeting for a vote and updating the previous letter to the Board from two years ago..

H. Next Meeting

June 27, 2024

I. Adjournment

Meeting adjourned at 4:06 pm

Respectfully submitted,

Jean Dordan
Executive Assistant

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

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

TEAM, SERVICE, STEWARDSHIP

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WATER AGENCY ADVISORY BOARD
ACTION SUMMARY MINUTES
March 27, 2025

A. 3:07 PM Called to Order *(recording time marker 4:41)*

Attendee Name	Title	Present
Art Baggett	District I	N
Mike Guenther	District II	Y
Sonny Palmer	District III	N
Keasha Blew	District IV	Y
John McCamman	District V	Y
Dave Conway	At-Large	Y
Michael Martin	At-Large	Y
Susan Wages	MPUD	N
Walter Wall	County Counsel	N
Kevin Briggs	Assistant County Counsel	Y
Matiel Holloway	County Engineer - Interim	Y
Sam Cerveny	PW Deputy Director	Y
Bill Leonard	Southern Sierra Miwok	N
Tennille Holt	PW Exec. Assistant	Y
Danette Toso	BOS District 3	Y
Shannon Poe	BOS District 2	Y (By Phone)
Nick	Blackwater	Y
Chris		Y
Ben Goger	Planning	Y

B. Introductions *(recording time marker 6:23)*
Yes - Attendees and FFA Members for Presentation

C. Public Comment *(recording time marker 7:55)*
None

D. Approval of Minutes *(recording time marker 8:45)*
1. 4-25-24 Minutes
    - John McCamman (M) Dave Conway (S)
    - No vote was taken
2. 7-18-2024
    - Tabled for correct quorum
3. 1-29-25 –

- Dave Conway (M) _____ (S)
- No Second
- No vote was taken

E. Action Items

None

F. Discussion Items *(recording time marker 11:00)*

<u>Agenda Items 1 and 2 were switched so that the FFA may go first</u>

1. FFA AG Issues Team – Presentation on Bay Area Delta Water Quality Control Plan *(recording time marker 11:00)*
   - Maggie Swanson FFA/Ag Advisor
   - Mariposa Chapter FFA - Ag Issues Team
     - Bay Delta Water Quality Control Plan 2025 Listening Session – 15 min. max presentation
   - Answered questions, comments, and suggestions from the WAAB *(recording time marker 28:19)*
   - Discussion on Staffing, Process, and Procedure (Danielle Bondshu/Clerk of the Board) *(recording time marker 40.05)*
2. Danielle (COB) discussed the Staff Memo that considers moving committees, including the WAAB, under the purview of the Clerk of the Board's office. Wants to hear thoughts.
   - If the board moves committees to COB, the WAAB would no longer work with PW and would work with COB directly.
   - John McCamman is concerned that there is no expertise within the county for their committee. He states that Public Works does not possess the necessary expertise for the WAAB. Think Development Services may be a better fit.
   - Mike – Will we have the opportunity to make a recommendation for which department would be a better fit?
   - COB would be the outlet to get the WAAB items to the Board/ Water Agency
   - Keasha – What was the original role of Public Works and the WAAB?
   - Danielle – WAAB was placed under the Public Works umbrella because PW works division of special districts. PW would make sure the WAAB followed County policies and Brown Act, Roberts Rules of Order/Rosenberg and making sure they are focused on the items the committee was created for.
   - John McCamman – Would COB be in a position for complete the Annual Report *(recording time marker 49.01)*
   - Danielle – No, that is the job of the committee. If staffing allows, the COB office may be able to assist. Should be what the committee achieved and what the goals are for the following year.
   - Keasha – still not understanding what the issue is
   - Danielle – explained that there was a recent issue that bypassed PW and went to the Board that should not have.

- Walter Wall (County Council) – wanted to make sure to clarify what part Keasha was referring to. Why is it with Public Works, or why is it on the agenda for discussion?
- Keasha – Clarification on both
- Danielle – Does the WAAB want to stay under Public Works or are they open to moving under COB. The item is on the agenda for their recommendation today or it can be postponed to the next meeting.
- Dave Conway – suggests that COB may be able to focus more on what the committees need
- Danielle states that if the COB office takes over the committees, they would need to hire one position to oversee all committees, it would be more streamlined, and their sole duty would be committees. Would consult with needed departments or retain outside consultants if needed.
- Mike – Is this time-sensitive
- Danielle – It's on the agenda; hoping to have the answers to the Board in May *(recording time marker 59:45)*
- Mike – is everyone comfortable making a decision today
- John McCamman – still concerned about expertise
- Danielle – WAAB could hire expertise
- Walter Wall – Confirms John's concerns
- Danielle – Can consider contracting
- John – County Council office could oversee consultant
- Walt – COB could contact CC if an outside expert is needed.
- Mike - Wants to make sure the expert is lined up if needed.
- Danielle – WAAB has funds that can be used to contract
- Walt – Whichever department handles the committee will consult with CC, and if an expert is needed, it would be contracted.
- Mike, Keasha, and Sonny all think it sounds good to move to COB
- Danielle - No motion needed, just need direction/recommendation
- Mike requests moving forward that they want updates on things happening within the County, that they be informed of those items and get quarterly financial reports at the meetings. *(recording time marker 1:07:25)*
- Keasha – Still not clear on the role of PW
- Danielle – PW is charged with updating you on any Water Board projects.
- PW can send out a group email. However, questions should be directed to PW or the WAAB chair, not the entire group (never use "reply all").
- Danielle – working on bringing a Brown Act training to all committees
- No Public Comment – Closed

3. Updated Blackwater Engineering Mariposa County MID Settlement Water Allocation Scoping Study *(recording time marker 1:12:37)*
    - Sam – Second draft of Scoping Study to include additional details on the Fish Hatcheries and Ground Water Infiltration as requested by the WAAB. The WAAB should review it and forward any questions or comments to

Tennille so that we can forward those to Blackwater for a response. Blackwater will be at the next meeting and can then respond to those questions directly.

- John – Where is Blackwater in their contract?
- Sam – Based on the recommendation from the WAAB, it would then go to Feasibility Study. WAAB needs to decide
- Mike – This marks the completion of the second phase, and we are now moving on to the third phase.
- Keasha and the Committee provided the most recent draft
- Dave Conway – Is the Scoping process over
- Sam Seems Prudent to have questions ready for items on potential projects and or non-projects so they can move forward.
- Mike, did we eliminate the projects that were not going to work?
- Dave – Still unclear whether the scoping process is complete.
- Mike – That's my understanding that the scoping process is over, and the next phase is to select a project and determine how it can be accomplished.
- John – MOU is not included in this
- Mike – Where we are with the MOU – MOU is under review and table discussion on that issue for now
- Walt – MID Contract – The item is on the upcoming BOS agenda to retain council. It will take some time, 60 Days at least *(recording time marker 1:18:25)*
- Walt – Back to Dave's comment, is the Scoping Study over, or does Blackwater expect questions on the Scoping Study so they can further revise and make it final or will Blackwater want to discuss the Feasibility Study and actual projects
- Sam – They are expecting that if the WAAB likes a particular project from the Scoping study, we can move forward. Instead of making minor changes that don't amount to anything in the Scoping Study, it just uses up more money that could be used toward the feasibility Study. If accepted, it can be moved from draft to complete, and we can proceed with the Feasibility Study.
- John – If outside counsel looks at the MOU, and we can act on the MOU, if in fact we go in that direction. If we can execute the MOU, we would like to put it into the Feasibility Study
- Walt – Fully understand that is what you would like, however is it a matter of trying to reconcile those two timelines
- Public Comment None - Closed

G. Recess WAAB at 4:23 PM *(recording time marker 1:22:11)*

H. Call to order Drought & Water Shortage Task Force – 4:23 PM

1. **Drought Resilience Planning Assistance Program Funding Agreement**
    - Sam – Extension request submitted to extend the deadline to April 30, 2026.
    - Mike - Last time it was mentioned that we had a consultant in mind.
    - Sam – Yes, Mark Thomas will be the consultant (Mark Thomas is the Company name)
    - John – Is it still the plan to work with Sierra Foothill Conservancy
    - Sam – Mark Thomas is on-call and could contract with someone else
    - Mike – Bartle Wells Rate Study *(recording time marker 1:25:20)*
    - Sam - will have multiple public hearings
    - Sam - extension was submitted early and looks like we will get it
    - Keasha – Concerned about Community Outreach
    - Sam – This is meeting #2,
    - John – Yes, that was the intent of the Drought & Water Storage Task Force
    - Sam – Given that the grant was awarded in February but not executed until September, we have had two meetings since the grant was executed. The delay in the execution is the reason for the extension request.
2. **Resiliency Plan Update, Blackwater Consulting Report Status, Recommendations, and Review** *(recording time marker 1:26:10)*
    - Kelly NPS – Discusses resources that are in play in the Wawona area. Capacity has been an issue in the past, but they have implemented temporary systems to support firefighting efforts. Can access South Fork River for Aviation assets. However, there are some limitations to what aviation can access, limited to small to medium size, which is why they have also set up the portable Heli-well.
    - Mike – In developing the plan, including water that needs to be set aside
    - Kelly – Yes, we can bring in some utility branch chiefs who are more familiar with the water systems in Wawona and YW. They could consider water usage reduction and work with us on that.
    - Mike – will have the same questions for Cal-Fire and the information will be added into the Drought Resilience & Water Usage Plan
    - Kelly – have seen a reduction due to the temporary closure of the Wawona Hotel.
    - Dave – Thought that one of the charges was to look at State Small and private wells.
    - John – Yes, but YW & Wawona both have much larger systems than that.
    - Mike – Was hoping the Bartle Wells report would be back. Wants to have well companies that worked during the drought for their feedback. Wondering where the Engineer left off with the private wells.
    - Sam – Data still needs to be collected

- John – Also discussed was to use the resiliency plan as a way to facilitate a discussion on small water systems
- Mike – Wawona down to just the two water systems now
- Dave - Dry Well Committee formed around 2014. Environmental Health has a lot of this information and would be a good place for Public Works to start.
- Sam – Will check into the Dry Well Committee

I. Public Comment
None

J. Adjourn Drought & Water Shortage Task Force – 4:40 PM *(recording time marker 1:38:36)*

K. Reconvene Water Agency Advisory Board – 4:40 PM

L. Next Meeting
Next meeting scheduled for May 22, 2025 at 3:00 PM

M. Adjournment – 4:40 PM *(recording time marker 1:38:58)*

Respectfully submitted,

Tennille Holt
Executive Assistant
Phone 209-966-5356 x1124
Email tholt@mariposacounty.org
Web www.mariposacounty.org

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa, CA 95338

MINUTES

(DRAFT)

Wednesday, July 23, 2025

IN-PERSON MEETING

Location:

Health & Human Services Agency

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:03 AM by Candy O'Donel-Browne.

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

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

   c. **BOS Representative** – Rosemarie Smallcombe

   d. **Guests –** N/A

   e. **Absent:** Lindsay Burtle - Excused

2. **Public Comments:**

   a. Lindsay will be resigning due to personal commitments.

   b. Don: Kristin Millhoff with Area 12 is retiring. The commission may send a recognition of her service.

3. **Approval of April 23, 2025 Minutes:**

a. By unanimous vote, the committee approved the motion of Linda with a second by Nina, to approve the minutes of April 23, 2025.

4. Updates Regarding SB 1249:

a. Rosemarie: Mariposa County is working on a systems of care model. Further discussed whether Mariposa will continue as a member of the A12AA/JPA. Britany Sturm with HHSA, the department and county are still weighing the benefits of programmatic and fiscal aspects and will need to determine which option will be most beneficial for the county before a final decision can be made. Discussed legislature amendments and how funding is utilized. Nina mentioned funding that was provided during COVID that is no longer being offered. Lydia asked about the bill's deadline to respond of September 30th, 2026. Rosemarie mentioned that there was a rule recently established stating that counties with a population of less than 100,000 would not qualify to become their own entity, it was decided that exceptions can be made for smaller counties that can prove it to be beneficial.

b. The overall bill is focused on the current environment as opposed to the environment existing when the bill was originally written. Regarding counties becoming their own entity the bill has additional requirements, Rosemarie will send info to Jason who will disburse.

5. Rosemarie:

a. Linda asked about the federal budget and how it will affect our county. Cuts will be specifically in Public Health programs. Presentation coming soon with further information.

6. Senior Center Program Manager Report: Lydia Arre

a. Started weekly meal delivery in North County, residents are served one hot meal and two frozen meals to take home.
b. Senior Health fair went well, over 130 seniors served.
c. Volunteer recruitment at courthouse on Saturday 7/19, invited by the American Association of University Women to do recruitment presentations.
d. Farmers Market vouchers: 4 currently remaining, 71 have been given out, 25 more coming soon. Vouchers are issued via a reusable debit card, if one does not use all the money it stays on the card. Funding comes from USDA to A12AA who then distributes to the county. Program requirements are low income and 60 years of age and over. Can be used across CA.
e. Senior Yoga classes have been taken over by Parks and Rec on Thursday mornings, hosted at senior center. Silver sneakers continues twice a week on Tuesdays and Fridays.

7. Adult & Aging Deputy Director Report: N/A

8. Commissioners' Reports:

a. D1: Candy; No report.

b. D2: Lindsay resigning. Nina and her spouse submitted a grant for a community garden in Coulterville.

c. D3: N/A; need representation

d. D4: Linda: No report.

e. D5: N/A; need representation

f. At-Large: Don and Nina; Nina mentioned discontent among seniors regarding frozen senior meals being served in Coulterville. A meeting with staff and community members was recently held. Another meeting has been scheduled. Nina and Jeff Dilback will attend. The county will continue to explore options.

9. **Old Business:** Jason distributed the Notice of Ethics Training Requirement for COA members every 2 years. Members are to complete and submit certificate to Jason.

10. **Adjournment:** @10:57.

11. **Next Scheduled Meeting:** October 22, 2025. Don asked about holding meetings at the senior center, Jason will work on it.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-326

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement retains the law firm Wanger Jones Helsley PC to represent the County of Mariposa, its officials and employees in any claims or filed legal action by BD&J on behalf of Dale Rutherford.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal service agreements with Wanger Jones Helsley PC in a number of other matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made to defend the County, its officials and employees in this matter.

FINANCIAL IMPACT

Undetermined.

ATTACHMENTS

1. **WJH Rutherford**

VOTE RESULT

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

WANGER JONES HELSLEY PC
ATTORNEYS

TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
ROBERT E. DONLAN
TROY T. EWELL
JAY A. CHRISTOFFERSON
AMANDA G. HEBESHA**
PETER M. JONES†
JEFFREY B. PAPE†
MARISA L. BALCH†
DEBORAH K. BOYETT
STEVEN K. VOTE
NICOLAS R. CARDELLA
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DANIEL J. FREA
JESSICA L. VIVED
JOSHUA P. JENDIAN
RACHEL L. ALSTROM
HANNAH L. RAVIZZA

OLIVER W. WANGER***

LEGAL ADMINISTRATOR
LYNN M. HOFFMAN

July 29, 2025

VIA EMAIL – wwall@mariposacounty.org

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

Re: Fee Agreement - Dale Rutherford

Dear Mr. Wall:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent County of Mariposa in connection with a possible personal injury claim brought by Mr. Dale Rutherford, who was passenger in a vehicle that collided with a County vehicle. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend

a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

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

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $275 to $655 per hour. My hourly fee for this representation will be $545. The hourly rate for law clerks and paralegals is presently $170 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

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

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

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

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

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable

attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

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

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

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

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

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

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

If you agree to the terms of this letter, please date and sign this letter and return it to us *via fax or e-mail*. For your convenience, we have enclosed a copy for your files.

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

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

Very truly yours,

Patrick D. Toole

PDT/kn

Enclosures

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Rosemarie Smallcombe
Chair of the Board of Supervisors

APPROVED AS TO FORM:

Dated: _____

By: _____
Walter W. Wall
Mariposa County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

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

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Accept Resignation and Recognize the Service of Lindsay Burtle on the Mariposa County Commission on Aging, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Lindsay Burtle on the Mariposa County Commission on Aging, Effective Immediately.

Ms. Burtle has served on the Commission on Aging since her December 2023 appointment. On July 23, 2025, Ms. Burton provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. Upon acceptance of Ms. Burtle's resignation, a Letter of Appreciation will be sent recognizing her commitment, time and service on this commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously accepted the resignations of past commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment of this resignation will create a missed opportunity to properly recognize a member of our community for their service.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. COA NOTICE OF VACANCY (REV 7.25.25)

VOTE RESULT

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

NOTICE OF VACANCY
MARIPOSA COUNTY COMMISSION ON AGING

Please be advised that vacancies exist on the Mariposa County Commission on Aging, representing the following positions:

- Supervisorial District II
- Supervisorial District III
- Supervisorial District V
- 3 At-Large Positions

The term of each person appointed representing a Supervisor District shall correspond to the term of the Supervisor nominating that Commissioner and shall terminate when that Supervisor leaves office for any reason or commenced a new term in office, which will require re-appointment. The five at-large members shall be appointed by the Board of Supervisors. The affected commission member is considered a voting member until official notification.

The purpose of this commission is to provide better communication between the senior population and the balance of the community. Act as an instrument to assist the seniors in taking advantage of available opportunities and in finding solutions to community problems which may affect them.

Persons interested in serving on the commission must complete an application which can be obtained at either the Mariposa County Health & Human Service Agency, Adult & Aging Services' office at (209) 966-2000 or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= .Completed applications need to be sent to the Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338.

Posted: 08/12/2025

Cc: Board of Supervisors
Commission on Aging

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-327

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Grant Agreement with Behavioral Health Services Oversight and Accountability Commission (BHSOAC) in an Amount Not to Exceed $2,500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Grant Agreement with Behavioral Health Services Oversight and Accountability Commission (BHSOAC) in an Amount Not to Exceed $2,500,000 for School-Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The amendment is to recognize that the Mental Health Services Oversight and Accountability Commission has been renamed the Behavioral Health Services Oversight and Accountability Commission. It also extends the end date from December 31, 2026, to December 31, 2027.

This Grant Agreement term began on the date of execution and will end on December 31, 2027. The total amount of this agreement is not to exceed $2,500,000.
Funding under this grant program will enable the Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and should facilitate linkages and access to ongoing and sustained services.
The Health and Human Services Agency (HHSA) will pass this funding through to Mariposa County Unified School District (MCUSD) to perform services to students. HHSA is acting as a pass-through agency of the $2,500,000, which will be utilized by MCUSD staff according to the plan that MCUSD has developed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement was reviewed by Board of Supervisors on October 4, 2022, through Resolution #2022-573.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the grant amendment, MCUSD administration and the students of the County will not receive the benefit of the $2,500,000 to perform mental health services.

FINANCIAL IMPACT

There will be no impact to the County General Fund. The grant $2,500,000 and all associated costs will be passed through to MCUSD.

ATTACHMENTS

1. **21MHSOAC078 Form 213A esign**
2. **MHSOAC GRANT 22-26 (School Based Program) 2022-573 - EXECUTED**

VOTE RESULT

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

Mental Health Services
Oversight & Accountability Commission

Grant Agreement Amendment 1

CONTRACTING AGENCY:	Behavioral Health Services Oversight and Accountability Commission		
CONTRACTOR:	County of Mariposa		
AGREEMENT NUMBER:	21MHSOAC078	AMENDMENT NUMBER:	**1**
DGS EXEMPTION:	WIC 5897(f) and 5886 (m)		

Parties

This Grant Agreement (Agreement) is entered into the Behavioral Health Services Oversight and Accountability Commission (BHSOAC or Commission), a branch of State government headquartered in Sacramento, CA; and between County of Mariposa, a branch of county government, located in Mariposa, CA.

Term

This Agreement term began on 10/20/2022 and ends on 12/31/2027.

Funding Amount

The maximum amount of funding under this Agreement is:
$2,500,000.00 (Two million five hundred thousand dollars and no cents)

Amendment Changes

The parties mutually agree to this amendment as stated below:

Extends end date from December 31, 2026 to December 31, 2027.

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) effective January 1, 2025. All references to MHSOAC used in this agreement shall be read to mean BHSOAC.

All other terms and conditions of this Agreement shall remain the same.

Mental Health Services
Oversight & Accountability Commission

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

County of Mariposa	
Business Address: P.O. Box 99, Mariposa, CA 85338	
Person Signing: Rosemarie Smallcombe	Title: Board Chair
Signature:	Date:

Behavioral Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento, CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-573

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Mental Health Student Services Act (MHSSA) Grant

RECOMMENDATION AND JUSTIFICATION:
Approve Grant Agreement with the Mental Health Services Oversight and Accountability Commission (MHSOAC); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement term begins on the date of execution and ends on December 31, 2026. The total amount of this agreement is not to exceed $2,500,000.

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and should facilitate linkages and access to ongoing and sustained services.

The Health and Human Services Agency (HHSA) will pass this funding through to Mariposa County Unified School District (MCUSD) to perform services to students. HHSA is acting as a pass-through agency of the $2,500,000, which will be utilized by MCUSD staff according to the plan that MCUSD has developed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new funding opportunity under the Mental Health Student Services Act (MHSSA). HHSA will pass the entire grant through to MCUSD.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the grant agreement, MCUSD administration and the students of the County will not receive the benefit of the $2,500,000 to perform mental health services.

FINANCIAL IMPACT:
There will be no impact to the County General Fund. The new $2,500,000 grant and all associated costs will be passed through to MCUSD.

ATTACHMENTS:
21MHSOAC078 Std 213_v5 (PDF)

REF ID# 13384

DV

21MHSOAC078 Exhibit A_v4 (PDF)
21MHSOAC078 Exhibit B_v4 (PDF)
21MHSOAC078 Exhibit C_v3 (PDF)

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

State of California

MHSOAC Form 213
21MHSOAC078

Mental Health Services
Oversight & Accountability Commission

Resolution No. 22-573

Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	County of Mariposa
AGREEMENT NUMBER:	21MHSOAC078
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between County of Mariposa, a branch of county government headquartered in Mariposa, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on December 31, 2026.

Funding Amount

The maximum award under this Agreement is:
$2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.

Mental Health Services
Oversight & Accountability Commission

Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_003 Addendum 2	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_003	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	**Contractor**
Name: Nai Saechao	Name: Lydia Lower
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 500-0577	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Nai.Saechao@mhsoac.ca.gov	Email: llower@mcusd.org

Direct all fiscal inquiries to:

MHSOAC	**Contractor**
Attention: Anissa Padilla	Name: Kierstin Wight
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 445- 8696	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Accounting@mhsoac.ca.gov	Email: kwight@mcusd.org

Mental Health Services
Oversight & Accountability Commission

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

County of Mariposa	
Business Address: P.O. Box 99, Mariposa, CA, 85338	
Person Signing: Rosemarie Smallcombe	Title: Board Chair
Signature: 808B6AE1585 Rosemarie Smallcombe ZorroSign	Date: 10/21/2022

Mental Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento, CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate Digitally signed by Norma Pate Date: 2022.10.20 13:35:38 -07'00'	Date:

APPROVED AS TO LEGAL FORM:
808B6AE157B
Steven W. Dahlem
ZorroSign
STEVEN W. DAHLEM
COUNTY COUNSEL

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA).
2. Funding. This grant is funded under the Mental Health Services Act (MHSA). This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq*. and as stated in RFA_MHSSA_003, Addendum 2.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_003, Addendum 2 (RFA) and Grantee's application submitted in response to RFA_MHSSA_003 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq*., including outreach to the targeted population; and with the requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the date on which the funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2028, but the parties understand that this is subject to change.

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with the requirements in the RFA and the MHSSA as approved by the Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
   a) Program Development: Funds are available to be invoiced once the contract is executed
   b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (**RFA, *Section VII. A.***)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (***RFA, Section VII. A.***)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
   a) Number of students screened and not referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out
      8. Number of students with IEP/504
      9. Number of students in foster care
      10. Number of students that have been in juvenile hall
   b) Number of students screened and referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out

8. Number of students with IEP/504
9. Number of students in foster care
10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents
d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission
1	Through February 28, 2022	N/A
2	March 1, 2022 – May 31, 2022	N/A
3	Agreement Start Date – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January 9, 2023
5	December 1, 2022 – February 28, 2023	April 7, 2023
6	March 1, 2023 – May 31, 2023	July 10, 2023
7	June 1, 2023 – August 31, 2023	October 9, 2023
8	September 1, 2023 – November 30, 2023	January 8, 2024
9	December 1, 2023 – February 29, 2024	April 8, 2024
10	March 1, 2024 – May 31, 2024	July 9, 2024
11	June 1, 2024 – August 31, 2024	October 8, 2024
12	September 1, 2024 – November 30, 2024	January 8, 2025
13	December 1, 2024 – February 28, 2025	April 8, 2025
14	March 1, 2025 – May 31, 2025	July 8, 2025
15	June 1, 2025 – August 31, 2025	October 8, 2025
16	September 1, 2025 – November 30, 2025	January 9, 2026
17	December 1, 2025 – February 28, 2026	April 8, 2026
18	March 1, 2026 – May 31, 2026	July 8, 2026
19	June 1, 2026 – August 31, 2026	October 8, 2026
20	September 1, 2026 – November 30, 2026	December 8, 2026
21	December 1, 2026 – December 31, 2026	TBD

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, or as requested, as shown in Table 1: Reporting Dates.
    a. Staff Hired and count
    b. Contractors hired and count
    c. Goods purchased
    d. Capital purchases
    e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
    a. Project Plan
    b. Implementation Plan
    c. Communication Plan
    d. Refined Budget Plan (line-item detail of proposed costs)

    In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.

b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoac.ca.gov

2. Budget Contingency Clause

a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed $2,500,000.00 (Two million five hundred thousand dollars and no cents). Payment shall be made in accordance with the payment schedule below.

4. **Payment Schedule**
Grantee was approved for a grant cycle that covers the number of years listed in the chart below with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution		**Grant Funding**
Program Development		$ 210,000.00
Program Operations		
Year 1		$ 458,000.00
Year 2		$ 458,000.00
Year 3		$ 458,000.00
Year 4		$ 458,000.00
Year 5		$ 458,000.00
Grant Total		$2,500,000.00

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.

2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)

3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit

4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.

5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.

6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.

7. Dispute Resolution:

   A. *First Level.* Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
   B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the

purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.

C. *Arbitration*. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.

10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.

11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.

12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.

13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.

14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.

15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.

17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.

18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq*. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.

20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.

21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.

22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.

23. Subordinate Agreements:

    A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:

    a. Incorporate the reporting requirements in Exhibit A
    b. Incorporate the data requirements in this Exhibit A
    c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.

25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.

26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-328

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with the California Department of Health Care Services (DHCS) for Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Health Care Services (DHCS) for Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services will provide or arrange for the provision of Specialty Mental Health Services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Midi-Cal (DMC) services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the last agreement on July 1, 2025, through Resolution #2025-257.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without this Agreement in place, Behavioral Health will be unable to serve Medi-Cal beneficiaries and claim Medi-Cal Federal reimbursement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CA DHCS DMC-ODS 2026 (25-50103)

VOTE RESULT

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

SCO ID: 4260-2550103

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50103	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Mariposa

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Plan Organization and Administration	9
	Exhibit A, Attachment 2A	[Reserved]	1
+ -	Exhibit A, Attachment 2B	[Reserved]	1
+ -	Exhibit A, Attachment 2C	{DMS-ODS only} Scope of Services	28
+ -	Exhibit A, Attachment 2D	{DMC-ODS only} Contractor Specific Requirements	7
+ -	Exhibit A, Attachment 2E	[Reserved]	1
+ -	Exhibit A, Attachment 2F	[Reserved]	1
+ -	Exhibit A, Attachment 3	Financial Requirements	4
+ -	Exhibit A, Attachment 4	Management Information Systems	5
+ -	Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
+ -	Exhibit A, Attachment 6	Utilization Management and Parity	5

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50103	

Exhibits	Title	Pages
+ - Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7
+ - Exhibit A, Attachment 8	Provider Network, Contracted Providers, and Timely Access	17
+ - Exhibit A, Attachment 9	[Reserved]	1
+ - Exhibit A, Attachment 10	Coordination and Continuity of Care	5
+ - Exhibit A, Attachment 11	Information Requirements	16
+ - Exhibit A, Attachment 12	Member Problem Resolution	17
+ - Exhibit A, Attachment 13	Program Integrity	15
+ - Exhibit A, Attachment 14	Reporting Requirements	6
+ - Exhibit B	Budget Detail and Payment Provisions	6
+ - Exhibit C *	General Terms and Conditions	GTC (02/2025)
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	18
+ - Exhibit E, Attachment 1	General Definitions	12
+ - Exhibit E, Attachment 2	SMHS: Service Definitions	9
+ - Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5
+ - Exhibit F	Business Associate Addendum	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 4260-2550103

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50103	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC 14184.401(a), 14184.102(e)

Exhibit A
SCOPE OF WORK

1. Service Overview

A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.

B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.

C. This Contract covers the provision of:

[ ] SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.

[X] DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.

[ ] DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.

D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

E. {Integrated contracts only}

Exhibit A
SCOPE OF WORK

1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.

2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services	**County of Mariposa**
Linda Dornseif, MPH, Chief Telephone: (916) 224-8155 Email: linda.dornseif@dhcs.ca.gov	Joe Lynch, Director of Health and Human Services Telephone: (209) 966-2000 Fax: (209) 742-8251 Email: jlynch@mariposacounty.org

Exhibit A
SCOPE OF WORK

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Joe Lynch, Director of Health and Human Services 5362 Lemee Lane Mariposa, CA 95338 Telephone: (209) 966-2000 Fax: (209) 742-8251 Email: jlynch@mariposacounty.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.

B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of

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SCOPE OF WORK

providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.

D. {SMHS and DMC-ODS} Federal PIHP Requirements.

1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.

2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).

E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.

F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.

G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

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6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

A. See the Attachments to Exhibit A for a detailed description of the services to be performed.

B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:

1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;

2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;

3) [Reserved]

4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor's business; and

5) Written procedures are developed and maintained for conducting Contractor's business, including the provision of health care services, in compliance with federal and State Medicaid law.

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for

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which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations

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implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

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{SMHS and DMC-ODS only}: ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for the [SMHS program and/or the DMC-ODS program] as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.

B. If the Contractor is implementing DMC-ODS for the first time, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups in either the SMHS program or DMC-ODS program, then the Contractor shall develop an Implementation Plan for the applicable program that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f))

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pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2))

F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise

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fully complying with all terms and conditions of its Contract with the Department, notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts and Provider Contracts

A. This provision is a supplement to Section 5 (Subcontract Requirements) in Exhibit D which is attached hereto as part of this Contract.

1) Pursuant to Exhibit D, Section 5.d, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.

B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.

E. Each subcontract and provider contract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor’s and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor’s obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's and contracted provider’s agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.

5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under

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this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.

8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.

10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A.

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12) A requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified, including as described in Exhibit A, Attachment 13, Section 9.

13) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.

14) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.

15) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.

16) The requirement that any person to whom duties in the subcontract or provider contract are assigned or delegated shall comply with the requirements of this section 4.

F. The Contractor shall require that subcontractors and contracted providers under a contractual, referral, or other arrangement with the Contractor not bill members for covered services in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C)).)

G. {DMC-ODS PHC Model only}

1) PHC is the Contractor's sole subcontractor under this Contract.

2) If Contractor's subcontract with PHC is terminated, the Contractor shall notify the Department within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

5. Accreditation Status

A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the

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Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict-of-interest safeguards described in:

1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and

2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and

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recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

E. Additional Requirements.

1) DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

2) Conflicts of interest include, but are not limited to:

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

ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond

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{SMHS and DMC-ODS only}: Plan ORGANIZATION AND ADMINISTRATION

to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide DHCS with complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

7. Documentation Standards

A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.

B. In the event of a conflict between the terms of this Contract relating to documentation standards and a state or federal statute or regulation, or a BHIN issued by DHCS, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or

2) Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1) Any facility or component of a facility that only performs testing for forensic purposes.

2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.

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3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

Exhibit A – Attachment 2A
[RESERVED]

Exhibit A – Attachment 2B
[RESERVED]

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

1. General Requirements

A. The Contractor has elected to opt into the DMC-ODS to provide or arrange for covered DMC-ODS services described under this Contract to eligible Medi-Cal individuals residing within the Contractor's county borders.

B. Coverage of Services (42 C.F.R. § 438.210).

1) The Contractor shall provide or arrange for the provision of DMC-ODS services that are medically necessary (as defined in Exhibit E, Attachment 1) and clinically appropriate to address each member's presenting condition, including services for members under the age of 21 consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements.

2) Covered services shall be provided in accordance with this Contract, BHIN 24-001, the applicable statutes and regulations, and any other relevant information notices issued by the Department.

C. Services That May Be Covered by the Contractor. The Contractor may cover, for members, services that are in addition to those covered under the State Plan as follows:

1) Any services that the Contractor voluntarily agrees to provide.

2) Any services necessary for compliance by the Contractor with the parity requirements set forth in 42 C.F.R. § 438.900 et. al and only to the extent such services are necessary for the Contractor to comply with 42 C.F.R. § 438.910. (42 C.F.R. § 438.3(e)(1)).

2. Provision of Services

A. Provider Specifications

1) Professional staff shall:

i. Be licensed, registered, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations.

ii. Abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by the Department of Health Care Services.

2) Professional staff means any of the following:

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

i. Licensed Practitioners of the Healing Arts (LPHAs), as defined in Exhibit E, Attachment 1.

ii. An Alcohol or other drug (AOD) counselor, as defined in Exhibit E, Attachment 1.

iii. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.

iv. A Medi-Cal Peer Support Specialist with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and who meet all other applicable California state requirements, including ongoing education requirements.

3) Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.

4) Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

5) Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

6) Professional staff (LPHAs) shall receive a minimum of five hours of continuing education related to addiction medicine each year.

7) Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to comply with the requirements in Chapter 8 of Division 4 of Title 9 of the C.C.R,. (Document 3H)

8) Adolescent Substance Use Disorder Best Practices Guide. Contractor shall follow the guidelines in Document 1V, incorporated by this reference, “Adolescent Substance Use Disorder Best Practices Guide,” in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

3. Organized Delivery System (ODS) Timely Coverage

A. To receive DMC-ODS services, a member shall be enrolled in Medi-Cal, and reside in Contractor's county. Contractor shall provide or arrange for members to receive DMC-ODS services consistent with the following assessment, access, and level of care determination criteria:

1) Initial Assessment and Services Provided During the Assessment Process:

i. Providers shall complete initial assessments in accordance with each member's clinical needs and generally accepted standards of practice. The initial assessment shall be performed face-to-face or, by telehealth (synchronous audio and video), or by telephone (synchronous audio-only) by an LPHA or registered or certified counselor and may be done in the community or the home. If the assessment of the member is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor may be conducted in person, by video conferencing, or by telephone.

ii. A SUD diagnosis is not a prerequisite for access to covered DMC-ODS services. Covered and clinically appropriate DMC-ODS services are Medi-Cal reimbursable during the assessment process, whether or not a Diagnostic and Statistical Manual of Mental Disorder (DSM) diagnosis for Substance-Related and Addictive Disorders is immediately established. Specific level-of-care assessment and authorization policies remain in effect for Residential Treatment Services and Withdrawal Management Services.

2) DMC-ODS Access for Members After Initial Assessment:

i. Members 21 years and older qualify for DMC-ODS services after the initial assessment process if they meet one of the following criteria:

a. Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, or

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b. Have had at least one diagnosis from the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

ii. Members under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to 42 U.S.C. § 1396d(r). Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct or ameliorate health conditions, regardless of whether those services are covered in the state's Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

3) Additional Coverage Requirements and Clarifications consistent with W&I Code § 14184.402(f): Covered SUD prevention, screening, assessment, treatment, and recovery services are reimbursable Medi-Cal services when:

i. The services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS access criteria are met, as described above. For services provided to members over the age of 21 during the assessment process as described above under the "Initial Assessment and Services Provided During the Assessment Process," the services must be clinically appropriate to be reimbursed. In addition, the Contractor shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment subsequently determines that the member does not meet the DMC-ODS access criteria for members after assessment. (See Exhibit A, Attachment. 2C, section 3, A., 1), c. above for duration limitations on reimbursement for the initial assessment.)

This does not eliminate the requirement that all DMC-ODS claims include a CMS approved International Classification of Diseases,

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Tenth Revision (ICD-10-CM) code. In cases where services are provided due to a suspected SUD that has not yet been diagnosed, options are available in the CMS approved ICD-10-CM diagnosis code list, for example, codes for "Other specified" and "Unspecified" disorders," or "Factors influencing health status and contact with health services." Refer to BHIN 22-013, and any subsequently issued BHINs that supersede BHIN 22-013 for additional information regarding code selection during the assessment period for outpatient behavioral health services.

ii. The services were not included in an individual treatment plan. If the services are not included in a member's treatment plan, the Contractor shall implement the guidance in BHIN 23-068 related to documentation requirements that took effect as of January 1, 2024.

iii. The member has a co-occurring mental health condition. Medically necessary covered DMC-ODS services delivered by contracted providers shall be covered and reimbursable Medi-Cal services whether or not the member has a co-occurring mental health condition. DMC-ODS counties shall not disallow reimbursement for covered DMC-ODS services provided to a member who has a co-occurring mental health condition if the member meets the DMC-ODS Access Criteria for Members After Assessment pursuant to BHIN 22-011 and any subsequently issued BHINs that supersede BHIN 22-011.

4) Level of Care Determination: The ASAM Criteria shall be used to determine placement into the appropriate level of care for all members and is separate and distinct from determining medical necessity.

i. Contracted providers shall use their clinical expertise to complete ASAM Level of Care assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice to ensure that members receive the right services, at the right time, and in the right place. However, contracted providers shall adhere to any licensure or certification requirements for those services, including any additional standards for member assessment.

ii. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members

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under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5).

iii. A full ASAM Criteria assessment, or initial provisional referral tool for preliminary level of care recommendations, shall not be required to begin receiving DMC-ODS services.

iv. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.

v. A full ASAM assessment does not need to be repeated unless the member's condition changes.

vi. These requirements for ASAM Level of Care assessments apply to NTP clients and settings.

5) Member placement and level of care determinations shall ensure that members are able to receive care in the least restrictive level of care that is clinically appropriate to treat their condition.

4. Covered Services

A. The Contractor shall provide all mandatory DMC-ODS services identified below, and may provide all optional DMC-ODS services identified under Attachments 2C & 2D, in accordance with the applicable requirements set forth in this Contract. The Contractor is responsible for providing services that relate to:

1) The prevention, diagnosis, and treatment of substance use disorders.

2) Members' ability to achieve age-appropriate growth and development.

3) Members' ability to attain, maintain, or regain functional capacity. (42 C.F.R. § 438.210(a)(5)).

B. The following are the mandatory and optional DMC-ODS Covered Services:

1) Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (for members under age 21) (mandatory).

2) Withdrawal Management Services (a minimum of one level is mandatory).

3) Intensive Outpatient Treatment Services (mandatory).

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4) Outpatient Treatment Services (mandatory).

5) Narcotic Treatment Programs (mandatory).

6) Recovery Services (mandatory).

7) Care Coordination (mandatory).

8) Clinician Consultation (mandatory).

9) Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT) (mandatory). This is defined as facilitating access to MAT off-site for members while they are receiving DMC-ODS treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient.

10) Residential Treatment Services. At a minimum, ASAM Levels 3.1, 3.3, and 3.5 shall be made available within the timeframes outlined in Exhibit A, Attachment 2C, Section 12.G.5 (mandatory).

11) Community-Based Mobile Crisis Intervention Services (also referred to as “Mobile Crisis Services”) (mandatory).

12) Partial Hospitalization (Optional).

13) Medi-Cal Peer Support Services (Optional).

14) Contingency Management Services (Optional).

15) Inpatient Services ASAM Levels 3.7 and 4.0 (Optional for Contractor to cover as DMC-ODS services; care coordination for ASAM Levels 3.7 and 4.0 delivered through Medi-Cal Fee for Service and Managed Care Plans is required).

C. Contractor, to the extent applicable, shall comply with *Sobky v. Smoley*, (E.D. Cal. 1994) 855 F. Supp. 1123., (Document 2A).

D. Contractor shall comply with federal and state mandates to provide SUD treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum members, and (2) adolescents under age 21 who are eligible under EPSDT.

5. Access to Services

A. Access to State Plan services shall remain at the level prior to the implementation of DMC-ODS or expand upon implementation. The Contractor shall not deny access to medically necessary services, including all Food & Drug Administration (FDA)-approved medications for

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OUD if a member meets the medical necessity criteria for DMC-ODS services. Members shall not be put on a wait list to access any medically necessary services. Only Medi-Cal members for whom the county of responsibility is a DMC-ODS county are entitled to DMC-ODS services. This applies to American Indian and Alaska Native (AI/AN) Medi-Cal members as well as non-AI/AN Medi-Cal members. (BHIN 21-032 and any subsequently issued BHINs that supersede BHIN 21-032).

B. The Contractor shall ensure that a member that resides in a county that does not participate in DMC-ODS does not experience a disruption of Narcotic Treatment Program (NTP) services. The Contractor shall require all contracted NTP providers to provide any medically necessary DMC NTP services covered by the California State Plan to members that reside in a county that does not participate in DMC-ODS. The Contractor shall require all contracted NTP providers that provide services to an out-of-county member to submit the claims for those services to the county in which the member resides (according to MEDS).

C. If a member moves to a new county and initiates an inter-county transfer, the new county shall be immediately responsible for DMC-ODS treatment services and can claim reimbursement from DHCS through the Short Doyle Medi-Cal System, as of the date of the inter-county transfer initiation, including during the inter-county transfer process and before the inter-county transfer is completed or finalized. Contractor shall comply with all requirements under BHIN 21-032, All County Welfare Director Letter #18-02, and any applicable requirements set forth in all subsequent guidance issued by DHCS.

6. Authorization of Services – Residential Programs

A. The Contractor shall implement residential treatment program standards that comply with the authorization of services requirements set forth in this Contract, including in Exhibit A, Attachment 6, and shall:

1) Establish, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services for residential programs.

2) Ensure that residential services are provided in DHCS or Department of Social Services (DSS) licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM criteria.

3) Ensure that residential services may be provided in facilities with no bed capacity limit.

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4) Length of stay for adults, ages 21 and over, and adolescents, under the age of 21, shall be determined by an LPHA and authorized by DMC-ODS plans as medically necessary.

5) Ensure that the length of residential services comply with the following:

   i. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard “cap” on individual stays.

   ii. Lengths of stay in residential treatment settings shall be determined by individualized clinical need, including consideration of EPSDT requirements and the needs of perinatal members.

   iii. The Contractor shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

   iv. The Contractor shall adhere to the length of stay monitoring requirements set forth by DHCS and length of stay performance measures established by DHCS and reported by the external quality review organization.

6) Enumerate the mechanisms that the Contractor has in effect that ensure the consistent application of review criteria for authorization decisions, and require consultation with the requesting provider when appropriate.

7) Require written notice to the member of any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in treating the member’s condition or disease.

7. Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (ASAM Level 0.5)

A. Members under the age of 21 who are screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. An SUD diagnosis is not required for early intervention services. This does not eliminate the requirement that all Medi-Cal claims, including DMC-ODS claims, include a CMS approved ICD-10 diagnosis code. In cases where services are provided due to a suspected SUD that has not yet been

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diagnosed, options are available in the CMS approved ICD-10-CM diagnosis code list.

B. Early intervention services shall be provided under the outpatient treatment modality and shall be available as needed based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

C. A full assessment utilizing the ASAM criteria is not required for a DMC member under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used. If the member under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed, and the member shall receive a referral to the appropriate level of care indicated by the assessment.

D. Early intervention services may be delivered in a wide variety of settings, and can be provided in person, by telehealth, or by telephone.

E. Nothing in this section shall limit or modify the scope of the EPSDT mandate.

8. Outpatient Treatment Services (ASAM Level 1.0)

A. Outpatient treatment services (also known as Outpatient Drug Free or ODF) are provided to members when medically necessary. Contracted providers shall offer up to nine hours a week for adults, and up to six hours a week for adolescents. Services received by the individual member may exceed the maximum based on individual medical necessity. Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.

B. Outpatient services consist of up to nine hours per week of medically necessary services for adults and up to six hours per week of services for adolescents. Group size is limited to no less than two (2) and no more than twelve (12) members.

C. Outpatient Treatment Services include: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, SUD crisis intervention services.

D. Beginning on January 1, 2025, Outpatient Treatment Services shall only be provided in facilities certified by DHCS in accordance with Health and Safety Code section 11832 et seq. and BHIN 23-058 and any subsequently issued BHINs that supersede BHIN 23-058.

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E. The Contractor shall either offer medications for addiction treatment (MAT, also known as medication-assisted treatment) directly, or have effective referral mechanisms in place to the most clinically appropriate MAT services (defined as facilitating access to MAT off-site for members while they are receiving outpatient treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient).

F. Outpatient services are provided in DHCS certified programs that also have DMC certification.

9. Intensive Outpatient Treatment Services (ASAM Level 2.1)

A. Intensive Outpatient Treatment Services are provided to members when medically necessary in a structured programming environment. Contracted providers shall offer a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents. Services received by an individual member may exceed the maximum based on individual medical necessity. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.

B. Group size is limited to no less than two (2) and no more than twelve (12) members.

C. Intensive Outpatient Treatment Services includes: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.

D. Beginning on January 1, 2025, Intensive Outpatient Treatment Services shall only be provided by facilities certified by DHCS in accordance with Health and Safety Code section 11832 et seq. and BHIN 23-058 and any subsequently issued BHINs that supersede BHIN 23-058.

E. The Contractor shall offer MAT directly or have effective referral mechanisms in place to the most clinically appropriate MAT services (defined as facilitating access to MAT off-site for members while they are receiving intensive outpatient treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient).

F. Intensive outpatient services are provided in DHCS certified programs that also have DMC certification.

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10. Partial Hospitalization (ASAM Level 2.5)

A. (Optional) – If Contractor agrees to provide Partial Hospitalization Services, as identified in Exhibit A, Attachment 2D, Contractor shall comply with the following requirements:

1) Partial Hospitalization Services are clinically intensive programming designed to address the treatment needs of members with severe SUD requiring more intensive treatment services than can be provided at lower levels of care.

2) Partial Hospitalization Services may be provided in person, by synchronous telehealth, or by telephone. Level 2.5 Partial Hospitalization Programs typically have direct access to psychiatric, medical, and laboratory services, and are to meet the identified needs that warrant daily monitoring or management, but that can be appropriately addressed in a structured outpatient setting.

3) The Contractor shall ensure:

i. Partial Hospitalization Services are delivered to members when medically necessary in a clinically intensive programming environment (offering 20 or more hours of clinically intensive programming per week).

ii. Partial hospitalization (ASAM Level 2.5) shall be available to members with unstable medical and psychiatric problems. A minimum of 20 or more hours of service per week shall be provided in Level 2.5.

4) Partial Hospitalization Services include the following services components: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, SUD crisis intervention services.

5) The Contractor shall either offer MAT directly or have effective referral mechanisms to the most clinically appropriate MAT services in place (defined as facilitating access to MAT off-site for members while they are receiving withdrawal management services if not provided on-site. Providing a member the contact information for a treatment program is insufficient).

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11. Residential Treatment (ASAM Level 3.1-3.5); And Inpatient Services (ASAM 3.7-4.0)

A. Residential Treatment Services are delivered to members when medically necessary in a short-term residential program corresponding to at least one of the following levels:

1) Level 3.1 - Clinically Managed Low-Intensity Residential Services.

2) Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Services.

3) Level 3.5 - Clinically Managed High Intensity Residential Services.

B. Inpatient Treatment Services are delivered to members when medically necessary in a short-term inpatient program corresponding to at least one of the following levels:

1) Level 3.7 - Medically Monitored Intensive Inpatient Services.

2) Level 4.0 - Medically Managed Intensive Inpatient Services.

C. Residential services shall only be provided by residential facilities that have all of the following:

1) A DHCS or DSS license;

2) DMC certification; and

3) DHCS designation or ASAM certification to provide at least one level of care (Level 3.1 - 3.5).

D. All Residential and Inpatient Treatment services shall be provided to a member while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person.

E. A member receiving residential services or inpatient services pursuant to DMC-ODS, regardless of the length of stay, is a “short-term resident” of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each member shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

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F. The Contractor shall either offer MAT directly, or have effective referral mechanisms in place to clinically appropriate MAT services (defined as facilitating access to MAT off-site for members while they are receiving residential treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient).

G. Residential Treatment Services

1) Residential Treatment Services for adults in ASAM Levels 3.1-3.5 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes:

i. Residential facilities licensed by DHCS.

ii. Residential facilities licensed by the Department of Social Services.

iii. Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health (DPH).

iv. Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by DPH.

2) The Contractor shall ensure all providers delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment providers licensed by DHCS offering ASAM levels 3.1 - 3.5 shall also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.

3) To participate in the DMC-ODS program and offer ASAM Levels of Care 3.1 - 3.5, residential providers licensed by a state agency other than DHCS shall be DMC-certified. In addition, facilities licensed by a state agency other than DHCS shall have an ASAM LOC Certification for each level of care provided by the facility under the DMC-ODS program by January 1, 2024. The Contractor shall be responsible for ensuring and verifying that DMC-ODS providers delivering ASAM Levels of care 3.1 - 3.5 obtain an ASAM LOC Certification for each level of care provided effective January 1, 2024.

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4) Residential Treatment services can be provided in facilities of any size. Contractor shall comply with the length of stay requirements set forth in Exhibit A, Attachment 2C, Section 6.A.

5) The Contractor shall implement coverage and ensure access for residential SUD treatment services as follows:

   i. Upon implementation, the Contractor shall provide in-network access to ASAM 3.1, and the Contractor's network for that level of care shall comply with applicable network adequacy, and time or distance standards.

   ii. Within two years of implementation, the Contractor shall provide in-network access to ASAM Level 3.5, and the Contractor's network for that level of care shall comply with applicable network adequacy, and time or distance standards.

   iii. Within three years of implementation, the Contractor shall provide in-network access to ASAM Levels 3.3.

6) [Reserved]

7) Residential Treatment Services include: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.

8) [Reserved]

9) Residential providers may apply to provide Incidental Medical Services pursuant to DHCS guidance.

H. Inpatient Services

1) The Contractor may voluntarily cover and receive reimbursement through the DMC-ODS program for inpatient ASAM Levels 3.7 and 4.0 delivered in general acute care hospitals, FAPHs, or CDRHs. Regardless of whether the Contractor covers ASAM Levels 3.7 or 4.0, the Contractor implementation plan shall describe referral mechanisms and care coordination for ASAM Levels 3.7 and 4.0. DHCS All-Plan Letter 18-001 clarifies coverage of voluntary inpatient detoxification through the Medi-Cal FFS program.

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2) In order to participate in the DMC-ODS program and offer ASAM Levels of Care 3.7 and 4.0, inpatient providers licensed by a state agency other than DHCS must be DMC-certified.

3) Inpatient Treatment Services include the following services: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.

12. Withdrawal Management

A. Withdrawal Management Services are provided to members experiencing withdrawal in the following outpatient, residential, or inpatient settings:

1) Level 1-WM: Ambulatory withdrawal management without extended on-site monitoring (Mild withdrawal with daily or less than daily outpatient supervision).

2) Level 2-WM: Ambulatory withdrawal management with extended on-site monitoring (Moderate withdrawal with daytime withdrawal management and support and supervision in a non-residential setting).

3) Level 3.2-WM: Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting).

4) Level 3.7-WM: Medically Managed Inpatient Withdrawal Management (24-hour care for severe withdrawal symptoms requiring 24-hour nursing care and physician visits).

5) Level 4-WM: Medically managed intensive inpatient withdrawal management (Severe, unstable withdrawal requiring 24-hour nursing care and daily physician visits to modify withdrawal management regimen and manage medical instability).

B. Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, shall focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided.

C. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an

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appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

D. The Contractor shall provide, at a minimum, one of the five levels of withdrawal management (WM) services according to the ASAM Criteria, when determined by a Medical Director or LPHA as medically necessary.

E. The Contractor shall ensure that all members receiving withdrawal management services are provided in an outpatient, residential or inpatient setting. If member is receiving withdrawal management in a residential or inpatient setting, each member shall reside at the facility. All members receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process.

1) The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

F. Withdrawal Management Services include the following service components: assessment, care coordination, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, observation, and recovery services.

G. The Contractor shall either offer MAT directly or have effective referral mechanisms to the most clinically appropriate MAT services in place (defined as facilitating access to MAT off-site for members while they are receiving withdrawal management services if not provided on-site). Providing a member the contact information for a treatment program is insufficient.

13. Narcotic Treatment Program

A. Narcotic Treatment Program (NTP) is an outpatient program that provides FDA-approved medications and biological products to treat SUDs when ordered by a physician as medically necessary. NTPs shall administer, dispense, or prescribe medications to members covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), naloxone and disulfiram.

1) If an NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP shall prescribe the medication for dispensing at a pharmacy or refer the member to a provider capable of dispensing the medication.

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B. NTPs shall comply with all federal and state NTP licensing requirements.

1) If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.

C. The NTP shall offer the member a minimum of fifty minutes of counseling services per calendar month.

D. NTP services shall be provided in DHCS-licensed NTP facilities pursuant to Chapter 4 of Division 4 of Title 9 of the C.C.R., and 42 C.F.R. Part 8. Counseling services provided in the NTP modality can be provided in person, by telehealth, or by telephone. However, the medical evaluation for methadone treatment (which consists of a medical history, laboratory tests, and a physical exam) shall be is conducted in person.

E. NTP Services include the following service components: Assessment; care coordination; counseling; family therapy; medical psychotherapy; medication services; MAT for OUD; MAT for AUD and non-opioid SUDs; patient education; recovery services and SUD crisis intervention services.

F. Pursuant to W&I Code § 14124.22, an NTP provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions to Medi-Cal members who are not enrolled in managed care plans as long as those services are within the scope of the provider's practice. NTP providers shall refer all Medi-Cal members that are enrolled in managed care plans to their respective managed care plan to receive medically necessary medical treatment of their concurrent health conditions.

G. The diagnosis and treatment of concurrent health conditions of Medi-Cal members that are not enrolled in managed care plans by an NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code § 14021.51, the services rendered shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include all the following:

1) Medical treatment visits.

2) Diagnostic blood, urine, and X-rays.

3) Psychological and psychiatric tests and services.

4) Quantitative blood and urine toxicology assays.

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5) Medical supplies.

H. An NTP provider who is enrolled as a Medi-Cal fee-for-service provider shall not seek reimbursement from a member for SUD treatment services, if the NTP provider bills the services for treatment of concurrent health conditions to the Medi-Cal fee-for-service program.

I. The Contractor shall contract with licensed NTPs to offer services to members as medically necessary.

J. Services shall be provided in accordance with an individualized member plan determined by a licensed prescriber.

14. Recovery Services

A. Members may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Members do not need to be diagnosed as being in remission to access Recovery Services. Members may receive Recovery Services while receiving MAT services, including NTP services. Members may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

B. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care of a covered DMC-ODS service, or as a service delivered as part of these levels of care.

C. Recovery services include: assessment, care coordination, counseling (individual and group), family therapy, recovery monitoring (which includes recovery coaching and monitoring designed for the maximum reduction of the member's SUD) and relapse prevention (which includes interventions designed to teach members with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the member's SUD).

D. Recovery Services may be provided in person, by telehealth, or by telephone.

15. Medi-Cal Peer Support Services (Optional)

A. If Contractor agrees to provide Medi-Cal Peer Support Services and has been approved to do so by DHCS, the Contractor shall comply with the Medi-Cal Peer Support Services provisions in Exhibit A, Attachment 2D, Section 5.

16. Contingency Management Services (Optional)

A. If Contractor agrees to provide Contingency Management Services and has been approved by DHCS, then the Contractor shall comply with the

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Contingency Management Services provisions in Exhibit A, Attachment 2D, Section 6.

17. Care Coordination

A. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the member with linkages to services and supports designed to restore the member to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

B. Care coordination shall be provided to a member in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, the Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a member-centered and whole-person approach to wellness.

C. Care coordination services shall be provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

D. Care coordination services shall include one or more of the following components:

1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

18. Clinical Consultation Services

A. Clinician Consultation Services consist of LPHAs, such as addiction medicine physicians, licensed clinicians, addiction psychiatrists, or clinical pharmacists, to support the provision of care.

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B. Clinician Consultation is not a direct service provided to members. Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS members.

C. The Contractor may contract with one or more physicians, clinicians, or pharmacists specializing in addiction in order to provide consultation services. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

D. The Contractor shall only allow DMC-certified providers to bill for clinician consultation services.

19. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT)

A. MAT includes all FDA-approved drugs and biological products to treat Alcohol Use Disorder (AUD), Opioid Use Disorder (OUD), and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in Exhibit A, Attachment 2C, Section 4.

B. When MAT is being provided as a standalone service, MAT includes the following components: assessment; care coordination; counseling (individual and group counseling); family therapy; medication services; patient education; prescribing and monitoring for MAT for OUD and AUD and non-opioid SUDs which is prescribing, administering, dispensing, ordering, monitoring, and/or managing the medications used for MAT for OUD, AUD and non-opioid SUDs; recovery services; SUD crisis intervention services; and withdrawal management services.

C. The Contractor shall require that all DMC-ODS network providers, at all levels of care, comply with BHIN 23-054 and any subsequent guidance issued by the Department. The Contractor shall monitor the referral process or provision of MAT services. Among other requirements, providers must, as described in BHIN 23-054:

1) Demonstrate that they either directly offer MAT to members with SUD diagnoses that are treatable with FDA-approved medications and biological products or have an effective process to refer members to MAT providers, such that members have access to all FDA-approved medications for SUDs;

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

2) Implement and maintain a MAT policy approved by DHCS; and

3) Not deny treatment services to members needing or utilizing MAT, nor require them to be tapered off medications as a condition of entering or remaining in the program.

D. The Contractor has the option to cover drug product costs for MAT when the medications are purchased and administered or dispensed outside of the pharmacy or NTP benefit (in other words, purchased by providers and administered or dispensed on site or in the community, and billed to the county DMC-ODS plan). If the Contractor makes this election, the Contractor may reimburse providers for the medications, including naloxone, trans-mucosal buprenorphine, and/or long-acting injectable medications (such as buprenorphine or naltrexone), administered in DMC facilities, and non-clinical or community settings. However, even if the Contractor does not choose to cover the drug product costs for MAT outside of the pharmacy or NTP benefit, the Contractor shall still be required to reimburse for MAT services even when provided by DMC-ODS providers in non-clinical settings and when provided as a standalone service.

E. All medications and biological products utilized to treat SUDs, including long-acting injectables, continue to be available through the Medi-Cal pharmacy benefit without prior authorization, and can be delivered to provider offices by pharmacies.

F. Members needing or utilizing MAT shall be served and cannot be denied treatment services or be required to decrease dosage or be tapered off medications as a condition of entering or remaining in the program. DMC-ODS providers offering MAT shall not deny access to medication or administratively discharge a member who declines counseling services. For patients with lack of connection to psychosocial services, more rigorous attempts at engagement in care may be indicated, such as using different evidence-based practices, different modalities (e.g., telehealth), different staff, and/or different services (e.g., Medi-Cal Peer Support Services). If the DMC-ODS provider is not capable of continuing to treat the member, the DMC-ODS provider shall assist the member in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.

20. Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")

A. Upon receiving approval from DHCS, the Contractor shall provide or arrange for the provision of, qualifying mobile crisis services in accordance

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

with the following: BHIN 23-025, and any subsequently issued BHINs that supersede BHIN 23-025, Contractor's DHCS-approved implementation plan, and the Mobile Crisis Services provisions in Exhibit A, Attachment 2D.

21. Training

A. The Contractor shall ensure their staff, including contracted staff providing or administering the DMC-ODS program are trained on the compliance requirements of applicable statutes, regulations, and BHINs.

B. Contractor may request additional Technical Assistance or training from MCBHD on an ad hoc basis.

C. Training for DMC-ODS network providers:

1) The Contractor shall ensure that all network providers receive annual training on the DMC-ODS requirements and shall maintain training records. The Contractor shall require network providers to be trained in the ASAM Criteria prior to providing services.

2) The Contractor shall ensure that, at minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the state, counties will facilitate ASAM provider trainings.

3) The Contractor shall ensure that all residential service providers meet the established ASAM criteria for each level of residential care they provide, receive either a DHCS Level of Care Designation or an ASAM Level of Care Certification for every Level of Care that they offer prior to providing DMC-ODS services, and adhere to all applicable requirements in BHIN 21-001 and its accompanying exhibits and any subsequently issued BHINs that supersede BHIN 21-001.

4) The Contractor shall ensure that all personnel who provide WM services or who monitor or supervise the provision of such service shall meet additional training requirements set forth in BHIN 21-001 and its accompanying exhibits and any subsequently issued BHINs that supersede BHIN 21-001.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

22. Requirements for Services

A. Confidentiality.

1) All SUD treatment services shall be provided in a confidential setting in compliance with 42 C.F.R., Part 2 requirements.

B. Perinatal Services.

1) Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum members, such as relationships, sexual and physical abuse, and development of parenting skills.

2) Perinatal services shall include:

i. Parent/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative childcare pursuant to Health & Safety Code § 1596.792).

ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

iii. Education to reduce harmful effects of alcohol and drugs on the parent and fetus or the parent and infant.

iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

3) Medical documentation that substantiates the member's pregnancy and the last day of pregnancy shall be maintained in the member record.

4) Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Contract (Document 1G). The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

C. Substance Use Disorder Medical Director.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

1) The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:

   i. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.

   ii. Ensure that physicians do not delegate their duties to non-physician personnel.

   iii. Develop and implement written medical policies and standards for the provider.

   iv. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.

   v. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.

   vi. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for members, and determine services are medically necessary.

   vii. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

2) The SUD Medical Director may delegate their responsibilities to a physician consistent with the provider's medical policies and standards; however, the SUD Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

D. Network Provider Personnel.

1) Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:

   i. Application for employment and/or resume.

   ii. Signed employment confirmation statement/duty statement.

   iii. Job description.

   iv. Performance evaluations.

   v. Health records/status as required by the provider, AOD Certification or Title 9 of the California Code of Regulations.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

vi. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries).

vii. Training documentation relative to substance use disorders and treatment.

viii. Current registration, certification, intern status, or licensure.

ix. Proof of continuing education required by licensing or certifying agency and program.

x. Provider's Code of Conduct.

xi. Documentation of completion of personnel requirements set forth in BHIN 21-001 and any subsequently issued BHINs that supersede BHIN 21-001 for personnel providing detoxification checks.

2) Job descriptions shall be developed, revised as needed, and approved by the provider's governing body. The job descriptions shall include:

i. Position title and classification.

ii. Duties and responsibilities.

iii. Lines of supervision.

iv. Education, training, work experience, and other qualifications for the position.

3) Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

i. Use of drugs and/or alcohol.

ii. Prohibition of social/business relationship with members or their family members for personal gain.

iii. Prohibition of sexual contact with members.

iv. Conflict of interest.

v. Providing services beyond scope.

vi. Discrimination against members or staff.

vii. Verbally, physically, or sexually harassing, threatening or abusing members, family members or other staff.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

viii. Protection of member confidentiality.

ix. Cooperate with complaint investigations.

4) If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:

i. Recruitment.

ii. Screening and Selection.

iii. Training and orientation.

iv. Duties and assignments.

v. Scope of practice.

vi. Supervision.

vii. Evaluation.

viii. Protection of member confidentiality.

5) Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed and dated by a provider representative and the physician.

23. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Heath & Safety Code § 11999-11999.3). By signing this Contract, Contractor agrees that it shall enforce, and shall require its subcontractors and contracted providers to enforce, these requirements.

24. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of § 202 of the Controlled Substances Act (21 U.S.C. § 812).

25. DMC-ODS Reference Documents

All DMC-ODS documents incorporated by reference into this Contract may not be physically attached to the Contract, but can be found at DHCS' website: https://www.dhcs.ca.gov/provgovpart/Pages/DMC-ODS-Contracts.aspx.

Exhibit A – Attachment 2C
{DMC-ODS only}: SCOPE OF SERVICES

A. Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

B. Document 1G: Perinatal Practice Guidelines

C. Document 1J: Attachment Y of the DMC-ODS Special Terms and Conditions

D. Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

E. Document 1P: Alcohol and/or Other Drug Program Certification Standards

F. Document 1V: Youth Treatment Guidelines

G. Document 2A: *Sobky v. Smoley*, Judgment, Signed February 1, 1995

H. Document 2G: Drug Medi-Cal Billing Manual

I. Document 2L(a): Good Cause Certification (6065A)

J. Document 2L(b): Good Cause Certification (6065B)

K. Document 2P: County Certification – Cost Report Year-End Claim For Reimbursement

L. Document 2P(a): DMC-ODS Cost Report Excel Workbook

M. Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

N. Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

O. Document 3J: California Outcomes Measurement System Treatment (CalOMS Tx) Treatment Data Collection Guide

P. Document 3S: CalOMS Tx Treatment Data Compliance Standards

Q. Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards

R. Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

S. Document 4F: Drug Medi-Cal (DMC) MC # 5312 Services Quarterly Claim for Reimbursement of County Administrative Expenses

T. Document 5A: Confidentiality Agreement

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

In addition to the general requirements outlined in Exhibit A, Attachment I, the Contractor agrees to the following Contractor specific requirements:

1. Covered Services

A. The Contractor shall provide or arrange for the provision of the following medically necessary DMC-ODS Covered Services, as they are outlined in Exhibit A, Attachment 2C, Section 4, in the Contractor's service area, and in compliance with all State and federal statutes and regulations, the terms of this Contract, BHINs, and any other applicable authorities.

[X] Alcohol and Drug Screening, Assessment, Brief Intervention, Referral to Treatment and Early Intervention Services (ASAM Level 0.5).

[X] Outpatient Treatment Services (ASAM Level 1.0).

[X] Intensive Outpatient Treatment Services (ASAM Level 2.1).

[ ] Partial Hospitalization (ASAM Level 2.5).

[X] Residential Treatment Services (ASAM Levels 3.1 – 3.5).

i. ASAM Levels 3.1, 3.3, and 3.5 shall be made available within the timeframes outlined in Attachment 2C, Section 12.G.5.

[X] Withdrawal Management (ASAM 3.2).

[X] Opioid (Narcotic) Treatment Program Services (OTP/NTP).

[X] Recovery Services.

[X] Medi-Cal Peer Support Services.

[X] Care Coordination.

[X] Clinician Consultation Services.

[X] Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT).

[X] Contingency Management Services

[X] Mobile Crisis Services

[X] Traditional Health Care Practices, in accordance with BHIN 25-007.

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

2. Access to Services

In addition to the general access to services requirements outlined elsewhere in this Contract, the Contractor shall comply with the following DMC-ODS specific access to services requirements:

A. MAL point of entry. The Contractor shall allow the member point of entry through the Member Access Line (MAL), as described in Exhibit A, Attachment 7, Section 8.

1) MAL Point of Entry. The Contractor shall screen members over the phone to determine whether there is sufficient information to make a referral to the appropriate level of care.

2) In the event the referral cannot be determined through the MAL, the Contractor's MAL shall refer and coordinate the member to a DMC-ODS network provider for a determination.

i. Members screened as having an urgent need (non-emergency) will be referred for an appointment with a qualified staff within 48 hours.

ii. The MAL shall be staffed by registered or certified alcohol or other drug counselors or LPHAs during normal business hours.

iii. The Contractor shall provide eligible, non-urgent members an appointment with the appropriate LOC provider within 10 business days from the initial referral.

B. Network provider point of entry. The Contractor shall allow members to appear in person at any DMC-ODS network provider.

1) DMC-ODS network providers shall ensure members receive in-person screening, assessment, and referral at appropriate network DMC-ODS provider sites.

2) DMC-ODS network providers shall accept referrals from:

i. The MAL

ii. County behavioral health site(s)

iii. DMC-ODS contracted providers

iv. Community Partners

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

a. The Contractor shall retain utilization management authority over services referred by community partners.

3) The DMC-ODS network provider site(s) shall be staffed by AOD counselors or LPHAs.

4) The Contractor shall ensure the ASAM Criteria level of care determination is used to obtain relevant information to identify initial treatment needs to link members to the most appropriate LOC.

i. The member may choose to receive DMC-ODS services at the initial DMC-ODS provider or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.

ii. In all cases, DMC-ODS provider staff shall consider geographic location, language needs and individual preference when making placement and referrals.

iii. Upon first contact, Contractor-operated and contracted DMC-ODS providers shall inform members of the benefits to which they are entitled.

iv. If the member appears in person, the DMC-ODS network provider shall allow members to receive same-day screenings, assessments, and referral, if available. In the event the member's ASAM screening determines the need for a LOC not offered by the DMC-ODS provider, the provider shall provide:

a. The member a warm hand-off to an appropriate DMC-ODS provider.

b. The completed ASAM tool to the appropriate DMC-ODS provider.

3. Coordination of Care

In addition to the general coordination and continuity of care requirements outlined in Exhibit A, Attachment 2C, Section 5, the Contractor shall comply with the following DMC-ODS specific coordination and continuity of care requirements:

A. Transitions to Other Levels of Care

1) Care coordinators shall ensure the transition of members to the appropriate LOC. This may include step-up or step-down in

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

covered DMC-ODS services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary.

2) Care coordinators shall ensure transitions to other LOCs occur no later than 10 business days from the time of assessment or reassessment with no interruption of current treatment services.

3) The initial treating provider shall be responsible for arranging care coordination services and communicating with the next provider to ensure smooth transitions between LOCs.

4) The Contractor shall manage a member's transition of care to a DMC-ODS provider when that member has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in an acute care hospital, or another Fee for Service (FFS) facility, when the county-operated or DMC-ODS contracted provider is notified by the facility.

5) The Contractor shall manage a member's transition of care to a DMC-ODS provider when that member has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in a contracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital.

4. Inpatient Services

For Inpatient Services (ASAM Level 3.7 and ASAM 4.0) the Contractor shall coordinate care with managed care plans, who are responsible for managing and authorizing the inpatient benefit. In all instances, the Contractor shall ensure 42 C.F.R. Part 2 compliant releases are in place to coordinate care with inpatient facilities.

5. Medi-Cal Peer Support Services

A. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan and applicable DHCS BHINs.

B. Contractor's implementation of a Medi-Cal Peer Support Specialist Certification Program shall conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 25-010 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

C. Voluntary Participation and Funding

1) The Contractor shall fund the nonfederal share of any applicable expenditures. (W&I Code § 14045.19(b)(2)) The Contractor's provision of Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not constitute a mandate of a new program or higher level of service that has an overall effect of increasing the costs mandated by the 2011 realignment legislation. (W&I Code § 14045.19(b)(3))

D. Provision of Medi-Cal Peer Support Services

1) Medi-Cal Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.

2) Medi-Cal Peer Support Services may be provided in conjunction with other services or levels of care described in Covered Services, including inpatient and residential services, but shall be billed separately. Based on clinical judgment, the member may not present during the delivery of Peer Support Services, but remains the focus of the service.

E. Medi-Cal Peer Support Specialists

1) Contractor shall ensure that Medi-Cal Peer Support Services are provided by certified Medi-Cal Peer Support Specialists as established in BHIN 25-010 and any subsequently issued BHINs that supersede BHIN 25-010.

F. Behavioral Health Professional and Medi-Cal Peer Support Specialist Supervisors

1) The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

G. A Behavioral Health Professional must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of DMC-ODS.

1) Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 25-010 and any subsequently issued BHINs that supersede BHIN 25-010.

H. Practice Guidelines

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

1) Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No. (SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services).

I. Contractor shall oversee and enforce the certification standards and requirements set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the W&I Code and departmental guidance, including BHIN 25-010 and any subsequently issued BHINs that supersede BHIN 25-010. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

1) Submits to the department a Medi-Cal Peer Support Specialist Program plan in accordance with BHIN 25-010 and any subsequently issued BHINs that supersede BHIN 25-010 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.

2) Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.

3) Submits annual peer support specialist program reports to the department in accordance with BHIN 25-010 and any subsequently issued BHINs that supersede BHIN 25-010.Reports shall cover the fiscal year and shall be submitted by the following December 31st.

6. Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")

A. Mobile Crisis Services provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis.

B. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis:

1) Through de-escalation and stabilization techniques.

2) By reducing the immediate risk of danger and subsequent harm to the member.

Exhibit A – Attachment 2D
{DMC-ODS only}: CONTRACTOR-SPECIFIC REQUIREMENTS

3) By preventing unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

C. Mobile Crisis Services shall include:

1) Warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services.

2) Coordination with and referrals to appropriate health, social and other services and supports, as needed.

3) Short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care.

D. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level.

E. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes.

F. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings.

G. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

7. Contingency Management Services

Upon receiving a written notification of readiness from the Department, the Contractor shall provide, or arrange for the provision of, Contingency Management Services in accordance with the requirements set forth in the Contingency Management BHIN 22-056 and any superseding BHINs issued pursuant to W&I Code § 14184.102(d).

Exhibit A – Attachment 2E
[RESERVED]

Exhibit A – Attachment 2F
[RESERVED]

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. {SMHS and DMC-ODS only} Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. <u>{SMHS and DMC-ODS only}</u> To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3, Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3, Section 2.B.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

3. {SMHS and DMC-ODS only} Prohibited Payments

A. Federal financial participation (FFP) is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. {SMHS and DMC-ODS only} Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

6. {SMHS and DMC-ODS only} Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. {SMHS and DMC-ODS only} Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. {SMHS and DMC-ODS only} Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

6. HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

D. Adequate Testing

1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the covered services it furnishes to Medi-Cal members, including quality management. (42 C.F.R. § 438.330(a)(1).)

1) {Integrated Contracts (DMC-ODS counties)} The Contractor's QAPI Program shall address both SMHS and DMC-ODS services, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

2) {Integrated Contracts (DMC counties)} The Contractor's QAPI Program shall address SMHS, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs. The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in this Attachment 5.

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)

1) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)

2) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

i. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent with BHIN 23-018 or any subsequent Departmental guidance.

ii. Frequency of follow-up appointments.

iii. Timeliness of services of the first dose of NTP services *(not applicable to SMHS)*.

iv. Access to after-hours care.

v. Responsiveness of the member access line.

vi. Strategies to reduce avoidable hospitalizations.

vii. Coordination of physical, mental health, and SUD services at the provider level.

viii. Assessment of the members' experiences.

ix. Telephone access line and services in the prevalent non-English languages.

3) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:

1) Surveying member/family satisfaction with the Contractor's services at least annually;

2) Evaluating member grievances, appeals and State Hearings at least annually; and

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

3) Evaluating requests to change persons providing services at least annually.

H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.

I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.

K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.

M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including:

i. Maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract; and

ii. Performance measurement data monitoring the accessibility of services, as specified above in Exhibit A, Attachment 5, Section 1.D.2;

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

3) A description of completed and in-process QI activities, including PIPs. The description shall include:

i. Monitoring efforts for previously identified issues, including tracking issues over time;

ii. Objectives, scope, and planned QI activities for each year; and,

iii. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B);

5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7, Section 2, and Exhibit A, Attachment 11, Section 3;

6) {Standalone DMC-ODS Contracts Only} For SFY 2026-27, a description of how the Contractor will integrate its SMHS and DMC-ODS QI Work Plans beginning January 1, 2027, pursuant to Behavioral Health Administrative Integration.

B. The Contractor will submit its QI Work Plan to DHCS upon request, including in connection with any reporting under the Behavioral Health Services Act.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.

B. The Contractor shall establish a QI Committee to review the quality of covered services provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

D. Operation of the QI program shall include substantial involvement by a mental health LPHA and/or an SUD LPHA, as applicable for the services covered under the Contract. (9 C.C.R. § 1810.440(a)(4).)

1) {Integrated Contracts (DMC counties)} The Contractor's QI program must include substantial involvement by a mental health LPHA. The Contractor is encouraged, but not required, to include substantial involvement by an SUD LPHA.

E. The Contractor's practitioners and providers, members who have accessed specialty mental health and/or SUD treatment services through the Contractor (as applicable for the covered services under this Contract), family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.

F. QI activities shall include:

1) Collecting and analyzing data—including the data identified in Sections 1 and 2 of this Attachment—to measure against the goals or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions; and

7) Incorporating successful interventions into the Contractor's operations as appropriate.

4. External Quality Review

A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320).

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

EQR shall include the minimum requirements of 42 C.F.R. § 438.358(b) and may be expanded to include additional activities as determined by DHCS, including those identified in 42 C.F.R. § 438.358(c).

B. Among other data elements, the EQR protocol shall include review of (42 C.F.R. § 438.358):

1) Number of days to first service at appropriate level of care after referral.

2) Existence of a 24/7 telephone access line with prevalent non-English language(s).

3) Access to services with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)

2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)

3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)

B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

produce new information on quality of care annually.(42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)

B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the members;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate.

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1. {SMHS and DMC-ODS only} Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to covered services as required in this Contract.

B. The Utilization Management Program shall evaluate:

1) that services are medically necessary in accordance with the definition of "medical necessity" in Exhibit E, Attachment 1;

2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;

3) {DMC-ODS only} that the ASAM Criteria shall be used to determine placement into the appropriate level of care for SUD services; and

4) that the interventions are appropriate for the diagnosis and level of care.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to covered services and for the purpose of utilization control, provided that:

1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)

2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)

3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member's ongoing need for such services and supports.

E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:

1) The number of days to first covered service at an appropriate level of care following initial request or referral for all covered services;

2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and

3) The number, percentage of denied, and timeliness of requests for authorization for all covered services that are submitted, processed, approved, and denied.

2. {SMHS and DMC-ODS only} Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in covered benefits subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

B. {SMHS only} Additional Service Authorization Requirements

1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:

i. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed the time limits below. This timeframe may not be extended.

a. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

b. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

ii. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))

3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

4) [Reserved]

C. The Contractor shall inform hospitals that participate in the CRM of the conditions included in this section and shall maintain a list of the participating hospitals and documentation that the information was provided.

D. {DMC-ODS only} Additional Service Authorization Requirements:

1) The Contractor shall provide prior authorization for residential and inpatient services within 24 hours of the prior authorization request being submitted by the provider. (BHIN 24-001.)

2) Prior authorization is prohibited for non-residential, non-inpatient DMC-ODS services. (BHIN 24-001.)

3. Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such

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documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

1. Member Eligibility & Enrollment

A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of covered services. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for covered services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD services, as applicable. (9 C.C.R. § 1810.228.)

1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD treatment services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS or SUD treatment services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.

1) {Integrated Contracts (DMC-ODS and DMC counties)} Members with Co-Occurring Behavioral Health Needs

i. {Integrated Contracts (DMC-ODS counties)} The Contractor shall develop a single Cultural Competence Plan that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

ii. {Integrated Contracts (DMC counties)} The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

a. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)

3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.

1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the

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organizational structure, as well as being upheld in day-to-day operations.

2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide medically necessary covered services to a particular member within the time, distance, and timely access standards under this Contract, the Contractor shall allow the member to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

1) {SMHS only} The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.

2) {DMC-ODS only} Additional requirement for DMC-ODS residential services. The requirements in paragraph A apply with respect to each ASAM level of care that is covered by Contractor and medically necessary for a given member.

B. In cases where an out-of-network provider is not available within the time and distance standards (BHIN 24-020; BHIN 22-031; BHIN 21-008):

1) Contractor shall arrange for telehealth with an out-of-network provider consistent with BHIN 23-018, or shall coordinate transportation to an in-person visit if telehealth is clinically inappropriate or if the member requests an in-person visit. Contractor shall coordinate transportation with member's Managed Care Plan (MCP) or, for members not enrolled with an MCP, with DHCS by contacting DHCSNMT@dhcs.ca.gov.

2) Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

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C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. [Reserved]

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. {SMHS only} Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2 and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 24-025, and any subsequent guidance or standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. {SMHS only} Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the

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county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.

D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian and Alaska Native (AI/AN) Members

A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHINs 22-020 (SMHS) and 22-053 (DMC-ODS).)

1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)

2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.

B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

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7. Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

8. 24/7 Access Line

A. 24/7 Access Line Services

1) {Integrated Contracts (DMC-ODS or DMC)} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or SUD services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC-ODS services.

2) {Standalone SMHS or DMC-ODS} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to covered services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

9. Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. Minor Consent

A. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or

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alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

B. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

C. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924 and BHIN 24-046.

D. Contractor must ensure access to the minor consent services described above without requiring prior authorization, from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

E. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. {SMHS and/or DMC-ODS only} Provider Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.

B. {SMHS only} The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)

C. {DMC-ODS only} The Contractor shall contract only with providers that, prior to the furnishing of services under this Contract, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC-certified provider under applicable federal and state regulations.

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and

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accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

C. {SMHS and DMC-ODS only} The Contractor shall ensure that in planning for the provision of covered services, the following barriers to services are considered and addressed:

1) Lack of educational materials or other resources for the provision of services.

2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

3) Institutional, cultural, and/or ethnicity barriers.

4) Language differences.

5) Lack of service advocates.

6) Failure to survey or otherwise identify the barriers to service accessibility.

7) Needs of persons with a disability.

3. {SMHS and DMC-ODS only} Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).

B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:

1) The anticipated number of Medi-Cal eligible members.

2) The expected utilization of services, taking into account the characteristics of mental health and SUD treatment needs of members.

3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.

4) The number of network providers who are not accepting new members.

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5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health and SUD providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)

E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) &(d), 438.206(a); W&I Code § 14197(f).)

4. Timely Access

A. {SMHS and DMC-ODS only} In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.

2) Require network providers to have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are

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comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program delivery system.

3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements;

5) Monitor network providers regularly to determine compliance with timely access requirements;

6) Take corrective action if a network provider fails to comply with timely access requirements.

B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:

1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;

2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and

3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)

D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language

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to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

5. {SMHS and DMC-ODS only} Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of covered services that are adequate for the anticipated number of members for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

~~i.~~ Changes in services;

ii. Changes in benefits;

iii. Changes in geographic service area;

iv. Changes in the composition of or payments to the Contractor's provider network; or

v. Enrollment of a new population in the Contractor's county.

D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov.The Contractor shall

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include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

E. 274 Provider Network Data Reporting

1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))

2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and BHIN 22-032 and any subsequent guidance issued by the Department.

6. [Reserved]

7. {SMHS and DMC-ODS only} Provider Selection

A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide covered services that at a minimum meet the requirements of 42 C.F.R. section 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.

1) The Contractor shall select the qualified providers to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

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F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

G. This section, may not be construed to:

1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)

I. The Contractor shall only use licensed, registered, certified, or waivered providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes

1) Individuals with a Mental Health Professional Licensure Waiver in accordance with BHIN 24-033 or any subsequent departmental guidance; and

2) Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

i. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate’s BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

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ii. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

J. {SMHS only} The Contractor shall establish individual, group and organizational provider selection criteria for network providers as provided for in 9 C.C.R. section 1810.435(a).

K. {DMC-ODS only} Additional requirements applicable to providers that furnish DMC-ODS services:

1) The Contractor may contract only with DMC-certified providers to provide DMC-ODS services. DMC-certified providers that do not receive a contract with Contractor to provide DMC-ODS services cannot receive a direct contract with the State to provide DMC-ODS services to residents of DMC-ODS Counties.

2) The Contractor shall only select providers that have an SUD Medical Director who, prior to the delivery of services under this Contract, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 C.F.R. section 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this Contract, and has signed a Medicaid provider agreement with DHCS as required by 42 C.F.R. section 431.107.

3) [Reserved]

4) Medication Assisted Treatment (MAT): DMC-ODS network providers, at all levels of care, shall demonstrate that they comply with BHIN 23-054 and any subsequent guidance issued by the Department regarding the provision of, or referrals for, MAT, as well as the maintenance of a DHCS-approved MAT policy. The Contractor shall monitor the referral process or provision of MAT services.

5) Evidence Based Practices (EBPs): The Contractor shall ensure that providers implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider, per service modality. The Contractor shall ensure the providers have implemented EBPs and are delivering the practices to fidelity. The State shall monitor the implementation of EBPs during reviews. The EBPs include:

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on members' past successes.

ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

iii. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

iv. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

v. Psycho-Education: Psycho-educational groups are designed to educate members about substance misuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

8. {SMHS only} SMHS Provider Certification

A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.

B. [Reserved]

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

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PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider‘s request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

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4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D, Section 7; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    i. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    ii. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

    iii. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

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iv. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

v. Drugs are not retained after the expiration date.

vi. Intramuscular multi-dose vials are dated and initialed when opened.

vii. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

viii. Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

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3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

A. DHCS shall certify eligible providers to participate in the DMC program.

B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.

C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

1) {DMC-ODS only} Exhibit A, Attachment 2C, Section 22.

2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. Contracted Providers

1) {DMC-ODS only} The Contractor shall require all the contracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's provider contracts shall require that providers comply with all applicable regulations and guidelines, including:

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i. 21 C.F.R.§ 1300.01, et seq., 42, C.F.R., § 8.1 et seq.

ii. 22 C.C.R. § 51490(a).

iii. Exhibit A, Attachment 2C, Section 22.

iv. 9 C.C.R. § 10000, et seq.

v. 22 C.C.R. § 51000 et. seq.

vi. W&I Code § 14184.100 et seq.

2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver.. This includes

i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

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F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. {DMC-ODS only} The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

1) A provider's certification to participate in the DMC program shall automatically terminate if the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

H. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. {SMHS and DMC-ODS only} Provider Disclosures.

A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

11. Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. {SMHS and DMC-ODS only} The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. {SMHS and DMC-ODS only} Provider Member Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:

1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the member needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. {SMHS and DMC-ODS only} Provider Notifications

A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:

1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.

2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.

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3) The availability of assistance to the member with filing grievances and appeals.

4) The member’s right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

5) The member’s right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.

6) The member’s right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.

7) Any state-determined provider’s appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A – Attachment 9
[RESERVED]

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. {SMHS and DMC-ODS only} Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)

i. Coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)

ii. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.

iii. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification

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and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

6) {DMC-ODS only} For members receiving SUD services, ensure that care coordination services are provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

2. Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

B. {SMHS only} Additional requirements:

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COORDINATION AND CONTINUITY OF CARE

1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.

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5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

C. {DMC-ODS only} Additional requirements:

1) {All DMC-ODS programs except the DMC-ODS PHC Model} The Contractor must enter in an MOU with any Medi-Cal Managed Care Plan that enrolls members served by the DMC-ODS. The MOU requirements shall comply with BHIN 23-057 and any subsequently issued BHINs that supersede BHIN 23-057. In addition to any MOU requirements established in Department Information Notices or any other guidance, at a minimum the following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:

i. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 Screening Brief Intervention, and Referral to Treatment services.

ii. Member engagement and participation in an integrated care program as needed.

iii. Shared development of care plans by the member, caregivers, and all providers where applicable.

iv. Collaborative care planning with managed care where applicable.

v. Delineation of case management responsibilities.

vi. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for members to receive medically necessary services while the dispute is being resolved.

vii. Availability of clinical consultation, including consultation on medications.

viii. Care coordination and effective communication among providers including procedures for exchanges of medical information.

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COORDINATION AND CONTINUITY OF CARE

ix. Navigation support for patients and caregivers.

x. Facilitation and tracking of referrals.

2) {DMC-ODS PHC Model only} The Contractor shall require the subcontractor to include in its contracts with all network providers the elements listed above under paragraph 1. These elements should be implemented at the point of care to ensure clinical integration.

D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. {SMHS and DMC-ODS only} Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. {SMHS and DMC-ODS only} Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternative formats and how to access those formats in compliance with 42 C.F.R. § 438.10(d)(3).

B. The Contractor shall provide the required information in this section to each member when first receiving covered services and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; 9 C.C.R. § 1810.360(e)).

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

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INFORMATION REQUIREMENTS

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

i. Which benefits are provided by the Contractor; and,

ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory and {<u>for DMC-ODS only</u>} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

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INFORMATION REQUIREMENTS

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq*.)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a

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language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

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v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the

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provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The

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Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

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ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps

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to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

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2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

   i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

   ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

   iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

   iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

   v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

   vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

   vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

   viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

      a. The right to file grievances and appeals;

      b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor,

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the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

c. The requirements and timeframes for filing a grievance or appeal;

d. The availability of assistance in the filing process;

e. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30

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days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

1) Direct Delivery

i. Mails a printed copy of the information to the member's mailing address;

ii. Offers a printed copy of the information to the member during in-person interactions; or

iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

AND

2) Website

i. Posts the information on the Contractor's website in a manner that is readily accessible;

ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.

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B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider’s cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

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C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.

6. {SMHS and DMC-ODS only} Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

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7. {SMHS and DMC-ODS only} Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

A. The Contractor shall make available in electronic or paper form, the following information about its formulary:

1) Which medications are covered (both generic and name brand).

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2) On what tier each medication resides.

B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

Exhibit A – Attachment 12
MEMBER PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot

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request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition

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or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

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MEMBER PROBLEM RESOLUTION

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member’s representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

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3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN

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22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

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v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

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2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day

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Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

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2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

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B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42 C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

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1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

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9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member’s adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member’s right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor’s one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

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6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

   i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

   ii. A statement that the member may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

   iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

   iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

   i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

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ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

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5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

1. General Requirements

A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

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PROGRAM INTEGRITY

3. {SMHS and DMC-ODS only} Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who

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reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").

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3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor’s suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider’s administrative sanction status is confidential until such time as the action is either completed or resolved.

1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

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7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding

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the network providers' and subcontractors (disclosing entities') ownership and control.

i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.

iii. Disclosures to be Provided:

   a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

   b. Date of birth and Social Security Number (in the case of an individual);

   c. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

   d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care

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entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

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C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

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Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))

a. Monitor compliance for each provider on an annual basis; and

b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.

iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))

1) The CAP shall include:

i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

ii. The timeline for implementation and/or completion of corrective actions;

iii. Proposed evidence of correction that will be submitted to DHCS;

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a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

iv. A mechanism for monitoring the effectiveness of corrective actions over time; and

v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

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3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

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f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

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ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

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Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov.

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D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

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REPORTING REQUIREMENTS

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

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6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a

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software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

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B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to

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timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.

2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:

   i. Is identified in the State Plan.

   ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

   iii. Has a negative consequence for the member beneficiary.

   iv. Is auditable.

3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

   Department of Health Care Services
   Medi-Cal Behavioral Health Division
   1500 Capitol Avenue, MS-2623
   Sacramento, CA 95814

   Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

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10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor’s ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

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BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

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BUDGET DETAIL AND PAYMENT PROVISIONS

2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

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BUDGET DETAIL AND PAYMENT PROVISIONS

claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will 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, Section503 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 will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, 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 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

   I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

   II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

   III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

    1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

    2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

    3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

(Rev. 01/15/2025)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS 2702
Sacramento, CA 95814

County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

Exhibit E – Attachment 1
GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.
2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
3. "Adolescents" means members under age 21.
4. "Adult" means members 21 years of age or over.
5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.
6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.
7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.
8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.
9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

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10. “ASAM Criteria” means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. “Calendar Week” means the seven-day period from Sunday through Saturday.

12. “Complaint” means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider” means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. “Corrective Action Plan (CAP)” means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. “County of Responsibility” means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. “Days” means calendar days, unless otherwise specified.

19. “Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the

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GENERAL DEFINITIONS

Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

21. “Direct Provider Contract” means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. “Director” means the Director of DHCS.

23. “Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. “DMC-Certified Provider” means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. “DMC Re-certification” means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. “DMC Termination of Certification” means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state’s issuance of a DMC certification termination notice.

27. “DMC Temporary Suspension” means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. “Drug Medi-Cal Organized Delivery System (DMC-ODS)” is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. “Drug Medi-Cal (DMC) Program” means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. “Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)” means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or

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SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as

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the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary

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agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

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50. “Member” means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. “Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)

53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)

54. “Out-of-plan provider” has the same meaning as out-of-network provider.

55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

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59. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. "Physician services" means services provided by an individual licensed under state law to practice medicine.

61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

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67. “Primary care provider” means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. “Prescription drugs” means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

    A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

    B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

    C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. “Provider” means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. “Utilization Review/Quality Assessment (UR/QA)” activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

    A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

    B. The quality of such services meets professionally recognized standards of health care.

71. “Rehabilitation Services” includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. “Relapse” means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. “Relapse Trigger” means an event, circumstance, place or person that puts a member at risk of relapse.

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74. “Revenue" means Contractor’s income from sources other than the state allocation.

75. “Safeguarding medications” means facilities will store all resident medication and facility staff members may assist with resident’s self-administration of medication.

76. “Satellite site” means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area" means the geographical area under the Contractor’s jurisdiction.

78. “Service Authorization Request” means a member’s request for the provision of a service.

79. “Service Element” is the specific type of service performed within the more general service modalities.

80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.

81. “Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D the term “subcontractor” shall include contracted providers.

84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.

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GENERAL DEFINITIONS

86. "Support Groups" means linkages to self-help and support, spiritual and faith-based support.

87. "Support Plan" means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. "Telehealth" means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

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GENERAL DEFINITIONS

A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the “List of American Indian Health Program Providers” set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the “List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

Exhibit E – Attachment 2
SMHS: SERVICE DEFINITIONS

1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home,

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school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient

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program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose

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of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    C. Supports the parent/caregiver in meeting their child's needs;

    D. Helps establish the CFT and provides ongoing support; and

    E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may

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include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set

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recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose

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of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills.

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These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional

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settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

   A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

   B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

   C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

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8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with

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family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best

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possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

18. "Substance Use Disorder Crisis Intervention Services" means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. "Unit of Service" means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

Exhibit F
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

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

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-329

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Task Order No. 9 with the KPA Group in an Amount Not to Exceed $260,840 for the Health and Human Services Agency North Campus Project for Construction Administration and Management Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

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RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 9 with the KPA Group in an Amount Not to Exceed $260,840 for the Health and Human Services Agency North Campus Project for Construction Administration and Management Services; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The KPA Group shall provide the following services for the Health & Human Services Agency North Campus Project located at 10304 Fiske Road, Coulterville, CA 95311. Services include Tasks 1-7: (1) Project Management and Coordination, (2) Constructability Review, (3) Bidding Services, (4) Construction Administration, (5) Construction Management, (6) Reporting Requirements and Construction Audit Support, (7) Onsite Observations as detailed in the attached Exhibit 'A".

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board approved a Five-Year Agreement with the KPA Group for On-Call Facilities and Architectural Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the Task Order, Health & Human Services Agency will have to procure services with another vendor which could cause project delays.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **KPA Task Order 9 North County Campus 10304 Fiske Rd.**
2. **Resolution 2023-99 Agreement with KPA Group for On-Call Facilities & Architectural Services 2-21-2023 (1)**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Shannon Poe

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

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

TASK ORDER FOR SERVICES

KPA Group Task Order No. 9
Mariposa County Health & Human Services Agency
North Campus Project - Construction Administration and Management Services

Date: _____

Authority
This task order is issued under the authority of the 02/21/2023 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall provide Architecture and Engineering Services for Constructability Review, Bidding and Construction Administration and Management Services for the Health & Human Services Agency North Campus Project located at 10304 Fiske Road, Coulterville, CA 95311. Work includes Tasks 1-7: (1) Project Management and Coordination, (2) Constructability Review, (3) Bidding Services, (4) Construction Administration, (5) Construction Management, (6) Reporting Requirements and Construction Audit Support, (7) Onsite Observations.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $260,840.00.

Funding Source	3653-402-70111, Project Code BH-CCAH-North County Project
Payment Schedule	Monthly
Notice to Proceed	The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

_____
Danielle Bondshu,
Clerk of the Board

CONTRACTOR

_____
Paul Powers, President
The KPA Group

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

KPA
THE KPA GROUP
ENGINEERS
ARCHITECTS

July 28, 2025

Kimberly Ballard
Deputy Director of Administration
Administrative Services
Mariposa County Health & Human Services Agency
5362 Lemee Lane
Mariposa, CA 95338

Subject: Mariposa County HHSA Client Services Building – Coulterville
Proposal for Constructability Review, Bidding and Construction Period Services

Dear Kimberly,

The purpose of this agreement is to establish a scope of services and a fee for architectural and engineering services for constructability review, bidding and construction administration services for the proposed Health & Human Services Agency (HHSA) Client Services Building project. The property and existing structure to be renovated is located at 10304 Fiske Road at Greeley Hill in Coulterville.

Project Understanding

Mariposa County HHSA wishes to provide improvements to an existing facility and site for use by the HHSA Client Services Group. The facility will establish a stronger HHSA presence in Coulterville and will provide services to Mariposa County community members. In February 2024, KPA completed an Improvement Study for this property which included existing conditions assessments, improvement recommendations, conceptual floor and site plans, and Rough Order of Magnitude (ROM) Cost Estimate. A subsequent improvement design and construction documents were developed by The Building Design Group and the design is currently undergoing permit review. The County was successful in obtaining a grant for construction of desired improvements and wishes to obtain construction bids in Fall 2025.

Prior to bidding, the County wishes to obtain a constructability review of the design to confirm completeness and proper engineering coordination. The bidding process will involve working with the County to issue the final bid package, respond to contractor questions during bidding and assist in bid analysis.

Construction administration services will commence after a successful contractor has been awarded a contract for construction. Construction administration services include responding to contractor Requests for Information (RFIs), review of submittals and shop drawings for conformance to the design, periodic site visits and punch list duties.

Scope of Services

This document provides a scope of services for constructability review, bidding and construction administration services required to bid and construct the HHSA Client Services Building improvements. This scope of services is organized into the following elements:

A. Project Management and Coordination
B. Constructability Review
C. Bidding Services
D. Construction Administration

E. Construction Management
F. Reporting Requirements & Construction Audit Support
G. Weekly Overnight Visits (Construction Administration & Construction Management) – Optional Service

A. Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with the County of Mariposa HHSA on a regular basis and communicate with members of the project team. We will attend online construction progress meetings led by the County's project team and input as appropriate. We will work with the County to provide assistance in coordination of construction meetings. We will coordinate with the County's project team to align project goals with the design. Discussions and decisions made throughout the process will be documented. The project manager will regularly coordinate the project and scheduling efforts.

B. Constructability Review

We will provide a constructability review of construction documents completed by The Building Design Group. The constructability review will identify potential issues that may affect the ease, schedule, cost or quality of construction. This effort will involve:

- Review of design documents and technical specifications for inconsistencies, ambiguities and omissions that may impact constructability or create challenges in the field
- Review of utility engineering drawings for scope definition and coordination among engineering trades
- Review of energy compliance documentation

We will provide any constructability review comments to the County for confirmation of inclusion into final bidding documents. The County will coordinate with Building Design Group for required updates to the design.

C. Bidding Services

Upon completion of the permit review process, we will assist the County in the process of acquiring bids from contractors for the construction of the project. Bid period services include:

- Assisting County in bid advertisement and securement of bids
- Review bid advertisement for incorporation of grant requirements
- Prepare and attend the onsite pre-bid walk
- Document and distribute meeting notes for pre-bid meeting
- Respond to bid RFIs
- Work with the County and/or Building Design Group for issuance of Addenda to the design as required
- Advise the County as to the acceptability of proposed substituted material or equipment
- Assist the County in analysis of bid results
- Assist in any required contractor negotiations

D. Construction Administration

Construction administration services will involve attendance at construction meetings, review of shop drawings and contractor submittals, responses to contractor RFIs and punch list duties. Punch list duties involve a site visit to review final work progress for conformance to the design and providing a list of corrections to the contractor. During construction administration, we will:

- Review, edit and implement construction procedures and documents in accordance with construction policies established by the County
- Work closely with the HHSA Management team to document responses to RFIs, shop drawings, submittals and project decisions
- Issue necessary interpretations and clarifications to the contract documents
- Respond to requests for information (RFIs), trouble reports, field directives and cost change requests
- Review and approve submittals and shop drawings

- Visit the site for observation and work progress during construction (4 visits)
- Provide weekly progress reports to the County
- Notify the County and General Contractor of any failure in the work or materials to conform to the requirements of the Contract, Plans or Specifications
- Attend virtual construction meetings to discuss work progress, schedules, submittals, cost related issues, building operation, safety and security
- Perform punch walk and punch list duties

E. Construction Management

We will provide construction management services as an optional service for the County's consideration. Construction management services will incorporate additional services during the construction phase to lead and manage construction meetings, track contractor submittal and RFI logs, and provide additional site visits during construction. Construction management services will include:

- Preparation of agendas for and leading of weekly construction progress meetings
- Preparation of construction meeting minutes
- Tracking of contractor submittals and RFI logs
- Negotiation and preparation of change orders
- Pay application reviews
- Additional site visits to monitor construction progress

F. Reporting Requirements & Construction Audit Support

We will attend meetings and discussions related to required project reporting requirements. We will assist the County in production of deliverables requested by funding agencies (16 hours anticipated).

We will assist in construction audit support for considerations related to construction audits conducted by State agencies. Anticipated support includes assistance in production of documentation and coordination with the County for audit responses (16 hours anticipated).

G. Weekly Overnight Visits (Construction Administration & Construction Management) – Optional Service

As an optional service, we will provide weekly overnight visits during construction administration and construction management to allow for two onsite observations per week. We will provide the following additional services:

- Preparation of diary reports (two diary reports per week)
- Additional onsite observations (two observations per week)

These optional services will be provided on a time & expenses basis. We anticipate approximately 30 weeks will be required for construction.

Deliverables & Scheduling

Constructability Review – Review comments defined through constructability review (estimated 2 weeks)

Bidding Services – Pre-bid meeting notes; Bid RFI responses (estimated 5 weeks)

Construction Administration – Shop drawing and submittal reviews; RFI responses; Punch list (estimated 7 months)

Construction Management – Construction meeting agendas; Contractor submittal and RFI logs (estimated 7 months, concurrent with Construction Administration. Per grant requirements, County shall have completed the HHSA CSB renovation by June 30, 2026.)

Reporting Requirements & Construction Audit Support - Deliverables requested by funding agencies. Documentation required for audit responses (estimated 2 months)

Owner Responsibilities

- Provide access to the existing perimeter site and building
- Provide permit-approved drawing set
- Provide design completed by Building Design Group
- Provide as-built documentation
- Provide Mariposa County front-end specification sections
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with County project team and other stakeholders
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connections and permitting

Compensation

The work described under the Scope of Services for base services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group one hundred twenty four thousand five hundred sixty dollars ($124,560) as architectural and engineering fees for constructability review, bidding, construction administration and construction management services. For optional weekly overnight visits during construction, the County of Mariposa will pay The KPA Group an additional ninety one thousand two hundred eighty dollars ($91,280). Optional services will be performed on a time & expense basis. Total compensation for base and optional services is two hundred fifteen thousand eight hundred forty dollars ($215,840).

We will provide additional services as required on a time and expenses basis during construction administration. Additional services may be required for:

- Required site visits beyond four (4) included in base services scope
- Excessive numbers of contractor RFIs beyond 20 included in base services scope
- Additional or repeat reviews of contractor submittals or shop drawings

We propose a construction administration services contingency of forty five thousand dollars ($45,000) for additional construction administration services that may be required.

Grand total compensation including base services (lump sum), optional services (time & expenses) and construction administration services contingency (time & expenses) is two hundred sixty thousand eight hundred forty dollars ($260,840). Please see the attached compensation worksheet for a detailed task breakdown based on our current understanding of the project and scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of sixty (60) days from the date of submission.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President

MARIPOSA COUNTY - HHSA CSB Tenant Improvements
Compensation Worksheet - Constructability Review, Bidding and Construction Period Services
7/28/2025

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT/ STRUCTURAL ENGINEER	MEP ENGNIEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$205.00	$205.00	$190.00	$155.00	$110.00	
Project Management and Coordination								
1	Progress meetings	2	4	2	8			$3,220.00
2	Owner communications/weekly reports	1	4	2	8			$2,985.00
3	Project team communications and coordination	4	8	4	8	4		$5,540.00
SUBTOTAL		**$1,645.00**	**$3,280.00**	**$1,640.00**	**$4,560.00**	**$620.00**	**$0.00**	**$11,745.00**
Constructability Review								
1	Design documents and specs review		6		6			$2,370.00
2	Engineering drawings review		2	4	2			$1,610.00
3	Energy compliance documentation review			2	2			$790.00
4	Submit comments to County		1		2		1	$695.00
SUBTOTAL		**$0.00**	**$1,845.00**	**$1,230.00**	**$2,280.00**	**$0.00**	**$110.00**	**$5,465.00**
Bidding Services								
1	Assist County with bid solicitation				2			$380.00
2	Attend and document pre-bid walk		6		6			$2,370.00
3	Respond to bid RFIs		4	1	4			$1,785.00
4	Review proposed substitute materials		1		1			$395.00
5	Analyze bids/contractor negotiations	1	1		2			$820.00
SUBTOTAL		**$235.00**	**$2,460.00**	**$205.00**	**$2,850.00**	**$0.00**	**$0.00**	**$5,750.00**
Construction Administration Services								
1	Review RFIs	1	16	8	12	8		$8,675.00
2	Shop drawing response	1	16	4	12	4	2	$7,455.00
3	Submittal review	1	12	4	12	4	2	$6,635.00
4	Interpretations and clarifications		8	4	4			$3,220.00
5	Attend virtual meetings	4	12	4	16	8		$8,500.00
6	Conduct (4) site visits		32		32			$12,640.00
7	Punch list	2	8	4	12	2		$5,520.00
SUBTOTAL		**$2,115.00**	**$21,320.00**	**$5,740.00**	**$19,000.00**	**$4,030.00**	**$440.00**	**$52,645.00**
Construction Management								
1	Lead weekly meetings, prepare agenda	4	16	4	24		2	$9,820.00
2	Track RFIs and submittal logs	8	8	8	40	4		$13,380.00
3	Additional site visits (twice-monthly)		40		60			$19,600.00
SUBTOTAL		**$2,820.00**	**$13,120.00**	**$2,460.00**	**$23,560.00**	**$620.00**	**$220.00**	**$42,800.00**
Reporting Requirements & Construction Audit Support								
1	Meetings & discussions - reporting requirements		2		4	2		$1,480.00
2	Deliverables - reporting requirements		2		4	2		$1,480.00
3	Construction audit support	1	4		8	4		$3,195.00
SUBTOTAL		**$235.00**	**$1,640.00**	**$0.00**	**$3,040.00**	**$1,240.00**	**$0.00**	**$6,155.00**
SUBTOTAL HOURS		**30**	**213**	**55**	**291**	**42**	**7**	**638**
SUBTOTAL COST - LUMP SUM		**$7,050.00**	**$43,665.00**	**$11,275.00**	**$55,290.00**	**$6,510.00**	**$770.00**	**$124,560.00**
ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES CONTINGENCY (TIME & MATERIALS)								**$45,000.00**
Weekly Overnight Visits (Construction Administration & Construction Management) - Optional Service								
1	Site observations (2 per week during construction - estimated duration 7 months)		48		400			$85,840.00
2	Diary reports		8		20			$5,440.00
SUBTOTAL		**$0.00**	**$11,480.00**	**$0.00**	**$79,800.00**	**$0.00**	**$0.00**	**$91,280.00**
TOTAL HOURS - INCLUDING OPTIONAL SERVICE		**30**	**269**	**55**	**711**	**42**	**7**	**1114**
TOTAL COST - INCLUDING OPTIONAL SERVICE		**$7,050.00**	**$55,145.00**	**$11,275.00**	**$135,090.00**	**$6,510.00**	**$770.00**	**$215,840.00**
GRAND TOTAL COST - Base Services (Lump Sum) + Optional Services (T&E) + CA Services Contingency (T&E)								**$260,840.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Elise Fisher
PHONE (A/C, No, Ext): 510-272-1435 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
The KPA Group
1840 Fourth Street, Suite 200
Livermore CA 94550

KPAGROU-01

COVERAGES **CERTIFICATE NUMBER:** 1762594458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806H537085	1/18/2025	1/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAD5P4T	7/1/2025	7/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			105404592	1/18/2025	1/18/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Named Insured has no company owned autos.
RE: All Operations of the Named Insured.

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

DS MR

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KPA Task Order No. 1 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("Contractor"), pursuant to the following terms and conditions.

W IT N E S S E T H:

1.TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2.SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

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.

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(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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(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 and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

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)

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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.

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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:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
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,

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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 thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit 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.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

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.

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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.

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27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances 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. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

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

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Exhibit 'B'

Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745
KPAGROU-01

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 **FAX (A/C, No):**
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

COVERAGES **CERTIFICATE NUMBER:** 2111266901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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DocuSign Envelope ID: 38C991EA-00C0-49EA-8941-064A3F2BEDC0

Policy: BA3R760350 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD5P4T **Endorsement Number:**
Effective Date: 07/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton, CA 94566

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/01/2023

DocuSign

Certificate Of Completion

Envelope Id: 38C991EA00C049EA8941064A3F2BEDC0
Status: Completed
Subject: Complete with DocuSign: KPA Group Agreement- On Call Eng Services-3-6-23.pdf
Source Envelope:
Document Pages: 35
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 10:48:22 AM
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Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:53:59 AM Viewed: 3/6/2023 10:55:30 AM Signed: 3/6/2023 10:55:52 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:55:54 AM Viewed: 3/6/2023 3:28:41 PM Signed: 3/6/2023 3:29:18 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:29:20 PM Viewed: 3/6/2023 5:06:21 PM Signed: 3/6/2023 5:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111 Signed using mobile	Sent: 3/6/2023 5:06:27 PM Viewed: 3/7/2023 6:45:46 AM Signed: 3/7/2023 6:48:27 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 6:45:46 AM ID: 21772f6e-e3b1-44cd-8d70-299b9885896d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 6:48:30 AM Resent: 3/7/2023 7:37:44 AM Viewed: 3/7/2023 8:02:26 AM Signed: 3/7/2023 8:02:33 AM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 10:53:59 AM
Certified Delivered	Security Checked	3/7/2023 8:02:26 AM
Signing Complete	Security Checked	3/7/2023 8:02:33 AM
Completed	Security Checked	3/7/2023 8:02:33 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-330

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health, Increasing the Amount by $28,320 for a New Amount Not to Exceed $228,320, for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health, Increasing the Amount by $28,320 for a New Amount Not to Exceed $228,320, for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there will likely come a time when someone is a danger to themselves or others, and/or gravely disabled and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the last agreement on May 6, 2025, through Resolution #2025-151.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **River Vista Behavioral Health A01**
2. **River Vista Behavioral Health 2024-2026**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER:	District IV Supervisor Jenni Kiser
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Kiser
EXCUSED:	District II Supervisor Shannon Poe

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT MENTAL HEALTH SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT MENTAL HEALTH SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and UHS of Madera, Ins. dba River Vista Behavioral Health, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 6, 2025, wherein Contractor agreed to provide inpatient mental health services; and

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

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

3. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional $28,320.00 will be added to the original amount of $200,000.00, making the total compensation paid to Contractor the not to exceed amount of $228,320.00.

Except as herein amended, the Agreement dated May 6, 2025, 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

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Mike Zauner, Chief Executive Officer
UHS of Madera, Ins. dba River Vista Behavioral Health

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-151

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley

RE: Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Universal Health Services (UHS) of Madera, Inc., Dba: River Vista Behavioral Health in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there will likely come a time when someone is in danger to themselves or others, and no bed space will be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the last agreement with UHS of Madera, Inc., Dba: River Vista Behavioral Health on May 16, 2023 through Resolution No. 2023-267.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **River Vista Behavioral Health 2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District II Supervisor Shannon Poe
SECONDER: District III Supervisor Danette Toso

Initial

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AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

Docusign Envelope ID: 63ACE026-CEF9-4977-8E3F-D9F276D086CA

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and UHS of Madera, Ins. dba River Vista Behavioral Health, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform mental health services as described in Exhibit A, "Scope of Work" which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B," Cost of Proposal", which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) 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.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

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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:
River Vista Behavioral Health
40886 Goodwin Way
Madera, CA 93636

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lan
Mariposa, CA 95338

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B53214DC...

Rosemarie Smallcombe, Chair
Board of Supervisor

CONTRACTOR

DocuSigned by:
Mike Zauner
CCE4E8DEE8B049F...

Mike Zauner, Chief Executive Officer
UHS of Madera, Ins. dba River Vista Behavioral Health

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
7F70E7E57022409...

Walter Wall
County Counsel

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Exhibit A
Scope of Work

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

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.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections
5328- 5328.1545 C.F.R. Part 2

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HITECH Act 42. U.S.C. Section 17921
et. seq.CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

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

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

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River Vista
BEHAVIORAL HEALTH

Exhibit B – Cost Proposal

April 9, 2025

Re: Contract rate letter for River Vista Behavioral Health in Madera, CA (TIN #84-3480733)

Dear County MHP Administrators,

Thank you for the opportunity to partner with our new behavioral health facility in Madera, CA. River Vista Behavioral Health (River Vista) will begin providing services soon. The facility will have 128 beds and will provide a full continuum of inpatient services including services to children and adolescents. Below is our rate proposal from River Vista Behavioral Health (TIN #84-3480733) for applicable inpatient and outpatient services provided by the facility. The following rates are proposed on a per diem basis and are exclusive of professional fees unless otherwise noted:

INPATIENT PSYCHIATRIC MENTAL HEALTH SERVICES
CONTRACTOR SCOPE OF WORK AND RATES

Contractor Name:	UHS of Madera, Inc. dba River Vista Behavioral Health
Contract Term:	July 1, 2024 through June 30, 2025
Contract Contact:	Paige Williamson, Director of Business Development, River Vista Behavioral Health, Office: 559-603-6000, Cell: 559-589-5825, paige.williamson@uhsinc.com
Billing Contact:	Angelina Cruz, Business Office Manager, River Vista Behavioral Health, 559-603-6000, fax 697-6547
Intake Contact:	Inpatient Arveen Sandu, RN-BSN, 559-603-6000, 559-697-6562, arveen.sandu@uhsinc.com
Service Address:	559-603-6000, 40886 Goodwin Way, Madera, CA 93636
Services:	Acute Inpatient Psychiatric Services, Mental Health and Dual Diagnosis for Children, Adolescents and Adults; Adolescent Eating Disorders Program (AEDP); and Voluntary or Involuntary (5150s) Admits).
Ages Served:	Children Ages 5 -11; Adolescents Ages 12 - 17; Adults Ages 18+
Capacity:	128 beds total, Adults 64, Adolescent 32, Children 32
Medi-Cal Billing:	For ages: 5 - 21 and 65+
Service Rates:	As listed below. Contract Inpatient Day Rate is Inclusive of Physician/Professional Fees.

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Inpatient

Service	REV CODE	2024-2025
Adult Inpatient (all-Inclusive)	124	$ 1888
Children/Adolescent Inpatient	124	$ 1888
Short Doyle; Adult		$1888
Short Doyle, Child/Adolescent		$1888

Thank you for your consideration. Let us know if you have any questions.

Warm regards,

Paige Williamson
Director of Business Development
River Vista Behavioral Health

Docusign Envelope ID: 63ACE026-CEF9-4977-8E3F-D9F276D086CA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307 RI VIS GPW	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED RIVER VISTA BEHAVIORAL HEALTH C/O UHS OF DELAWARE, INC. 367 S. GULPH ROAD KING OF PRUSSIA, PA 19406	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007275436-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		020395961 (AOS)	03/01/2024	03/01/2025	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]			020395962 (CA)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			020395963 (WI)	03/01/2024	03/01/2025	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CIRF-414458-14503:GL,HP,WC

GENERAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/24 - 03/01/25.

HOSPITAL PROFESSIONAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $5,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/24 - 03/01/25.

RE: MANAGED CARE PROVIDER CONTRACT

CERTIFICATE HOLDER

COUNTY OF MARIPOSA
PO BOX 905
MARIPOSA, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Marsh USA LLC
1717 Arch Street
Philadelphia, PA 19103
Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307

RI VIS AWG

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER B : AIU Insurance Co	19399
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RIVER VISTA BEHAVIORAL HEALTH
C/O UHS OF DELAWARE, INC.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

COVERAGES **CERTIFICATE NUMBER:** CLE-007191849-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**			6890150 (AOS)	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	[X] ANY AUTO			6890152 (VA)	03/01/2024	03/01/2025	BODILY INJURY (Per person)	$
B	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			6890151 (MA)	03/01/2024	03/01/2025	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			020395961 (AOS)	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]	N / A		020395962 (CA)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			020395963 (WI)	03/01/2024	03/01/2025	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CIRF-371134-12560:AU,GL,WC
GENERAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/24 - 03/01/25.
RE: 40886 GOODWIN WAY, MADERA, CA 93636

CERTIFICATE HOLDER

RIVER VISTA BEHAVIORAL HEALTH
C/O UHS OF DELAWARE, INC.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-331

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve Acceptance of the Tangled Bank Studios, LLC Grant Award in an Amount of $500 to Participate in the Flight Path Spark of Science at My Library Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Recognize the Unanticipated Grant Funding ($500)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Acceptance of the Tangled Bank Studios, LLC Grant Award in an Amount of $500 to Participate in the Flight Path Spark of Science at My Library Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Recognize the Unanticipated Grant Funding ($500)(4/5ths Vote Required).

This grant will provide funding for the Library to organize, publicize and execute at least two public events during its involvement with the Flight Path Campaign. This program is part of an educational outreach campaign and is inspired by two films about birds from Tangled Bank's award-winning series "Wild Hope." One is entitled "Wild Hope: Building for Birds" and one is entitled "Wild Hope: Puffling Patrol."

Events could include: a bird watching party; a bioblitz event that surveys local or migratory birds in a local park, garden, or green space; or a screening of one or both of the films.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not authorize the County Librarian to sign the agreement and the library will not be able to accept the grant. Patrons will not be able to take part in the programming proposed.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Complete_with_Docusign_Flight_Path_Agreement**
2. **Budget Action Form Flight Path Library2**

VOTE RESULT

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

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FLIGHT PATH
LIBRARY PARTICIPATION AGREEMENT

This Library Participation Agreement (the "Agreement"), effective as of [ ], 2025 (the "Effective Date") is entered into by and between Tangled Bank Studios, LLC ("Tangled Bank") with an address at 4000 Jones Bridge Road, Chevy Chase, MD 20814 and ("Library") with an address at

Address .

Background. Tangled Bank, a production company founded by the Howard Hughes Medical Institute ("HHMI"), has partnered with the Space Science Institute and its Star Library Network ("STAR Net"), a hands-on learning network for libraries and their communities across the United States, to develop an initiative called Spark of Science @ My Library (the "Initiative"), which will consist of several educational outreach campaigns. The first such educational outreach campaign (the "Flight Path Campaign") is inspired by two films about birds from Tangled Bank's award-winning series "Wild Hope", one entitled "Wild Hope: Building for Birds" and one entitled "Wild Hope: Puffling Patrol" (the "Films"). Tangled Bank and STAR Net solicited proposals from libraries across the U.S. that were interested in conducting related educational activities, Library was selected as one of these libraries and has agreed to serve as a Library on the terms set forth in this Agreement. The parties hereby agree as follows:

Project Kick-Off Webinars. Tangled Bank and STAR Net will host two webinars for all participating Libraries, scheduled on dates to be determined between July 10 and December 1, 2025. Webinars will outline the scope of materials available for Library use, as well as suggestions and expectations for hosting community events. Webinars will be made available for viewing afterwards, in the case that a Library representative cannot attend.

Book Display. Library will curate and display a collection of books on birds, migration, and local ecology. Library will send Tangled Bank a list of the books that it includes and will provide feedback on the evaluation worksheet about how the book display effected circulation of the selected books.

Educational Materials. Library will utilize Tangled Bank and STAR Net-supplied educational materials at its public events, and make them available to its community. Materials include Bird ID cards (printed copies will be supplied), informal education activity guides and materials to make windows bird safe. Digital copies of the Films also will be made available to the Library upon request.

Community Events. Library will organize, publicize and execute at least two public events during its involvement with the Flight Path Campaign. Events must include at least one local partner. Events could include:

- A bird watching party.
- A bioblitz event that surveys local or migratory birds in a local park, garden, or green space.
- A screening of one or both of the Films (For information or if a physical copy or digital file is required, please contact Tangled Bank).

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Event Photos. Library is encouraged to take and post photos of their events to a STAR Net community forum. Library also will provide Tangled Bank and STAR Net with at least 10 photos of its events, cleared for Tangled Bank's use. Tangled Bank will provide the Library with a template release form to use in connection with the photos, and a link to a DropBox folder to be used for uploading the photos and signed releases.

Promotional Materials. Tangled Bank will provide a digital suite of branded promotional assets that can be used to promote Library's local events.

Digital Community Group. Library is encouraged to join the STAR Net community forum, moderated by STAR Net, and is committed to share photos and updates on events held to support the initiative.

Evaluation. Library will participate in Tangled Bank and STAR Net's evaluation by completing and returning the supplied evaluation worksheet no later than 30-days after completion of the final community event.

Payment. Tangled Bank will provide Library with an honorarium in the amount of US $500 to help cover the costs of the Library's participation in the education and outreach activities set forth in this Agreement. The honorarium will be paid upon execution of this Agreement and receipt of an invoice. Library must register as a vendor in the Howard Hughes Medical Institute's online vendor system, Tangled Bank's parent company, in order for the honorarium payment to be processed.

Miscellaneous. This Agreement shall be governed by the laws of the State of Maryland, without regard to any principle of conflicts of law that would require or permit the application of the substantive law of any other jurisdiction. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties. Library may not transfer or assign its rights or obligations under this Agreement without the prior written consent of Tangled Bank.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date set forth above.

Tangled Bank Studios, LLC

By: Howard Hughes Medical Institute, Its Manager

By:

Name:

Title:

Library

By:

Name: Matt Johnson

Title:

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	606	60153		Special Departmental Supplies	$500	
				TOTALS	$500	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fu

(✓) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to mu

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount

FISCAL YEAR: ( ) FY24-25 (✓) FY25-26

DEPARTMENT HEAD SIGNATURE Matt — DATE 7-29-25

AUDITOR SIGNATURE — DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DATE

APPROVED BY RES NO. CLERK — DATE

Budget Action Form Revised 07/17/202

NOTE

* All revenue entries should be negative. All expense entries should be positive.
* Enter revenue and expense increases in the increase column, decreases in the decrease column.
* The TOTALS for the increase and decrease columns must equal.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-332

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve First Amendment with Axon, Increasing the Amount by $12,844, for a New Amount Not to Exceed $324,707.73, for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Axon, Increasing the Amount by $12,844, for a New Amount Not to Exceed $324,707.73, for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has continued to support proactive advancement in technology for increased public safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not support the agreement, the sheriff's office will be forced to abandon the bodywarn camera program and will rely on audio and digital photography only.

FINANCIAL IMPACT

This was requested from the requested FY25 budget, and will continue to be requested in future budget requests.

ATTACHMENTS

1. Amended Axon 24-29 for Vetting

VOTE RESULT

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

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-689623-45762KP

Issued: 04/15/2025

Quote Expiration: 04/30/2025

Estimated Contract Start Date: 05/01/2025

Account Number: 319176

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Mariposa County Sheriff's Office - CA 5099 Old Hwy N Mariposa, CA 95338-2430 USA	Mariposa County Sheriff's Office - CA PO Box 276 Mariposa CA 95338-0276 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Mike Charman Phone: (209) 966-3615 Email: mcharman@mariposacounty.org Fax: (209) 742-5090

Quote Summary

Program Length	52 Months
TOTAL COST	$12,844.00
ESTIMATED TOTAL W/ TAX	$12,844.00

Discount Summary

Average Savings Per Year	$117.36
TOTAL SAVINGS	$508.56

Payment Summary

Date	Subtotal	Tax	Total
May 2025	$3,211.00	$0.00	$3,211.00
Aug 2026	$3,211.00	$0.00	$3,211.00
Aug 2027	$3,211.00	$0.00	$3,211.00
Aug 2028	$3,211.00	$0.00	$3,211.00
Total	**$12,844.00**	**$0.00**	**$12,844.00**

Quote Unbundled Price:	**$13,352.56**
Quote List Price:	**$13,352.56**
Quote Subtotal:	**$12,844.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	2	52		$48.14	$46.31	$4,816.50	$0.00	$4,816.50
BasicLicense	Basic License Bundle	10	52		$16.05	$15.44	$8,027.50	$0.00	$8,027.50
Total							**$12,844.00**	**$0.00**	**$12,844.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	05/01/2025	08/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	05/01/2025	08/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	05/01/2025	08/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	05/01/2025	08/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5099 Old Hwy N	Mariposa	CA	95338-2430	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	BasicLicense	Basic License Bundle	10	$2,006.88	$0.00	$2,006.88
Year 1	ProLicense	Pro License Bundle	2	$1,204.12	$0.00	$1,204.12
Total				**$3,211.00**	**$0.00**	**$3,211.00**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BasicLicense	Basic License Bundle	10	$2,006.88	$0.00	$2,006.88
Year 2	ProLicense	Pro License Bundle	2	$1,204.12	$0.00	$1,204.12
Total				**$3,211.00**	**$0.00**	**$3,211.00**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	10	$2,006.88	$0.00	$2,006.88
Year 3	ProLicense	Pro License Bundle	2	$1,204.12	$0.00	$1,204.12
Total				**$3,211.00**	**$0.00**	**$3,211.00**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	10	$2,006.88	$0.00	$2,006.88
Year 4	ProLicense	Pro License Bundle	2	$1,204.12	$0.00	$1,204.12
Total				**$3,211.00**	**$0.00**	**$3,211.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/15/2025

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-295

MEETING: July 9, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Axon Enterprise, Inc. in the Amount of $311,863.73 for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Axon Enterprise, Inc. in the Amount of $311,863.73 for Body Warn Cameras; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The body worn camera program master services agreement is sixty months (60) year maintenance and data storage agreement. The agreement includes ongoing customer support and protected storage of digital evidence for court use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has continued to support proactive advancements in technology for increased public safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not support this Agreement, the Sheriff's Office will be forced to abandon the bodyworn camera program and will rely on audio and digital photographs only.

FINANCIAL IMPACT

These funds have been requested in the requested budget for FY25 and will continue to be requested in future budget requests.

ATTACHMENTS

1. **Axon 24-29 Agreement for board approval**

VOTE RESULT

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

DS
SN

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices.Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

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18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

DocuSigned by:

Signature: Robert E. Driscoll J.
55DAEBB131A4424...

Name: Robert E. Driscoll J.

Title: Deputy General Counsel

Date: 7/10/2024 | 7:28 PM PDT

CUSTOMER:

Approved as to Form:

Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSigned by:

Signature: Miles S Menetrey
B43EC70C19BE446...

Name: Miles Menetrey

Title: Chair, Mariposa County Board of Supervisors

Date: 7/9/2024 | 4:47 PM PDT

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

   a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. (**"Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

13. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

17. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

    f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

18. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

    k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

20. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

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21. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

22. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-572595-45442.911KP

Issued: 05/30/2024

Quote Expiration: 08/15/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 319176

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mariposa County Sheriff's Office - CA 5099 Old Hwy N Mariposa, CA 95338-2430 USA	Mariposa County Sheriff's Office - CA PO Box 276 Mariposa CA 95338-0276 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Mike Charman Phone: (209) 966-3615 Email: mcharman@mariposacounty.org Fax: (209) 742-5090

Quote Summary

Program Length	60 Months
TOTAL COST	$302,304.00
ESTIMATED TOTAL W/ TAX	$311,863.73

Discount Summary

Average Savings Per Year	$35,972.88
TOTAL SAVINGS	$179,864.39

Docusign Envelope ID: BAC2A4AA-23ED-4F6D-9309-A50DA3215AEA

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	$62,860.80	$1,911.95	$64,772.75
Aug 2025	$59,860.80	$1,911.95	$61,772.75
Aug 2026	$59,860.80	$1,911.95	$61,772.75
Aug 2027	$59,860.80	$1,911.95	$61,772.75
Aug 2028	$59,860.80	$1,911.93	$61,772.73
Total	**$302,304.00**	**$9,559.73**	**$311,863.73**

Quote Unbundled Price:	**$482,168.39**
Quote List Price:	**$428,129.99**
Quote Subtotal:	**$302,304.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	80	60	$41.36	$33.80	$27.39	$131,472.00	$8,338.29	$139,810.29
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	$73.05	$36.07	$36.07	$17,313.60	$1,221.44	$18,535.04
A la Carte Hardware									
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46			$1.00	$0.00	$0.00	$0.00	$0.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46			$269.00	$0.00	$0.00	$0.00	$0.00
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1			$2.99	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	77			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	8			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	3			$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	60		$10.85	$10.85	$29,946.00	$0.00	$29,946.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	60		$0.65	$0.65	$46,800.00	$0.00	$46,800.00
ProLicense	Pro License Bundle	13	60		$43.40	$43.33	$33,797.40	$0.00	$33,797.40
BasicLicense	Basic License Bundle	41	60		$16.27	$16.25	$39,975.00	$0.00	$39,975.00
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			$1,500.00	$0.00	$0.00	$0.00	$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$302,304.00**	**$9,559.73**	**$311,863.73**

Docusign Envelope ID: BAC2A4AA-23ED-4F6D-9309-A50DA3215AEA

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	77	1	08/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	08/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	08/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	85	1	08/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	4	1	08/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	85	1	08/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	4	1	08/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	8	1	08/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	08/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	08/01/2024
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46	1	08/01/2024
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1	1	08/01/2024
A la Carte	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46	1	08/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	02/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	82	1	02/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	08/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	82	1	08/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	41	09/01/2024	08/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	41	09/01/2024	08/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	39	09/01/2024	08/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	13	09/01/2024	08/31/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	09/01/2024	08/31/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	09/01/2024	08/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	08/01/2025	08/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	80	08/01/2025	08/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	08/01/2025	08/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5099 Old Hwy N	Mariposa	CA	95338-2430	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Upfront	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	46	$0.00	$0.00	$0.00
Upfront	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	1	$0.00	$0.00	$0.00
Upfront	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	46	$0.00	$0.00	$0.00
Upfront	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$3,000.00	$0.00	$3,000.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$5,989.20	$0.00	$5,989.20
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	$9,360.00	$0.00	$9,360.00
Year 1	BasicLicense	Basic License Bundle	41	$7,995.00	$0.00	$7,995.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,462.72	$244.29	$3,707.01
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	80	$26,294.40	$1,667.66	$27,962.06
Year 1	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00
Year 1	ProLicense	Pro License Bundle	13	$6,759.48	$0.00	$6,759.48
Total				**$62,860.80**	**$1,911.95**	**$64,772.75**

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$5,989.20	$0.00	$5,989.20
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	$9,360.00	$0.00	$9,360.00
Year 2	BasicLicense	Basic License Bundle	41	$7,995.00	$0.00	$7,995.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,462.72	$244.29	$3,707.01
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	80	$26,294.40	$1,667.66	$27,962.06
Year 2	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	13	$6,759.48	$0.00	$6,759.48
Total				**$59,860.80**	**$1,911.95**	**$61,772.75**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$5,989.20	$0.00	$5,989.20
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	$9,360.00	$0.00	$9,360.00
Year 3	BasicLicense	Basic License Bundle	41	$7,995.00	$0.00	$7,995.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,462.72	$244.29	$3,707.01
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	80	$26,294.40	$1,667.66	$27,962.06
Year 3	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	13	$6,759.48	$0.00	$6,759.48
Total				**$59,860.80**	**$1,911.95**	**$61,772.75**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$5,989.20	$0.00	$5,989.20
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	$9,360.00	$0.00	$9,360.00
Year 4	BasicLicense	Basic License Bundle	41	$7,995.00	$0.00	$7,995.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,462.72	$244.29	$3,707.01
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	80	$26,294.40	$1,667.66	$27,962.06
Year 4	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	13	$6,759.48	$0.00	$6,759.48
Total				**$59,860.80**	**$1,911.95**	**$61,772.75**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	46	$5,989.20	$0.00	$5,989.20
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1200	$9,360.00	$0.00	$9,360.00
Year 5	BasicLicense	Basic License Bundle	41	$7,995.00	$0.00	$7,995.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,462.72	$244.28	$3,707.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	80	$26,294.40	$1,667.65	$27,962.05
Year 5	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	3	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	13	$6,759.48	$0.00	$6,759.48
Total				**$59,860.80**	**$1,911.93**	**$61,772.73**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is a renewal of contract #00059861.

BWC hardware contained in this quote at $0 is considered a TAP refresh of the renewed contract. All TAP obligations of that contract will be considered fulfilled upon execution of this quote.

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

7/9/2024 | 4:47 PM PDT

Signature Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date Signed

5/30/2024

Approved as to Form:
DocuSigned by:
Steven W Dahlem
F8A418F06B394BF...
Steven W. Dahlem
County Counsel

Docusign Envelope ID: BAC2A4AA-23ED-4F6D-9309-A50DA3215AEA

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:	Hartford Ins Co of the Midwest	37478
INSURER C:	Hartford Fire Insurance Co.	19682
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570106215719 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			NGO0001132	08/01/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X see Prod Liab info att'd						MED EXP (Any one person)	$50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER: Xcl Prod/Comp Ops						PRODUCTS - COMP/OP AGG	Excluded
							Per Occ SIR	$1,000,000
C	AUTOMOBILE LIABILITY			59 UEN FN6060	09/30/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			UNO0000164	08/01/2023	08/01/2024	EACH OCCURRENCE	$9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			59WEAC0S6D	09/27/2023	08/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Mariposa is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

County of Mariposa
PO Box 276
Mariposa CA 95338 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570106215719

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MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2025-003

MEETING:	August 12, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Raman Kapahi Dba: Environmental Permitting Specialists in an Amount Not to Exceed $9,000 for Consultation and Environmental Permitting; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Raman Kapahi Dba: Environmental Permitting Specialists in an Amount Not to Exceed $9,000 for Consultation and Environmental Permitting; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The latest version was approved by the Board on September 3, 2024, through Resolution #2024-008.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this agreement, the County would lose the services of the Consultant to evaluate identified air pollution control equipment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Environmental Permitting Specialists 2026**

VOTE RESULT

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

AGREEMENT FOR CONSULTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Raman Kapahi Dba: Environmental Permitting Specialists, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2025, through and including June 30, 2028, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consultation services as described in Exhibit A, "Scope of Work and Cost Proposal," 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

The maximum compensation payable to Contractor under this Agreement is $27,000 for the entire term of the agreement, with $9,000 for the initial term and $9,000 for each period thereafter as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days 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) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state

and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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:
Environmental Permitting Specialists
7068 Riverside Blvd
Sacramento, CA 95831

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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 A.

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

Joe Lynch
County Administrative Officer

CONTRACTOR

Raman Kapahi, Owner
Raman Kapahi Dba: Environmental Permitting Specialists

APPROVED AS TO FORM:

Walter Wall
County Counsel

Exhibt A
Scope of Work
and
Cost Proposal

EPS
ENVIRONMENTAL PERMITTING SPECIALISTS
Air Quality • Permitting • OHSA • RMP/PSM

MEMORANDUM

To: Wendy Vittands
Program Specialist
Mariposa County Health & Human Servuces

Date: May 22, 2025

From: Ray Kapahi RK
Tel: 916-806-8333
E-Mail: ray.kapahi@gmail.com

Subject: Cost Estimates for Permitting Emergency Engines

The time and cost associated with permitting emergency generators depends on several factors. I have listed these below along with time and cost estimates.

Cost estimates are based on a billing rate of $155 per hour. This billing rate will apply for the next 3 years (2026 to 2029). The District is billed on the actual time spent.

Scenario	Hours	$
Generator is exempt • Provide draft letter to send to Applicant	1-2	$155 to $310
Completed Application • Confirm engine can be permitted • Prepare engineering evaluation • Prepare draft permit	4-6	$620 to $930
Incomplete Application • Need to research emissions and engine tier data to determine if engine can be permitted	6-10	$930 to $1,550

• Research if CARB Executive Orders were issued If engine can be permitted • Prepare engineering evaluation • Prepare draft permit		

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2025-004

MEETING:	August 12, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with ShipTracks LLC Dba: CARGA in an Amount Not to Exceed $1,800 for the Monitoring of Air Pollution; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with ShipTracks LLC Dba: CARGA in an Amount Not to Exceed $1,800 for the Monitoring of Air Pollution; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Model AQEB-Multi Telemetry System is manufactured by CARGA. CARGA is the only contractor to provide service for the AQEB-Multi.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first agreement with this vendor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this agreement, the County would lose the services of the Consultant to evaluate identified air pollution control equipment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CARGA 2026

VOTE RESULT

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

AGREEMENT FOR MONITORING AIR POLUTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and ShipTracks LLC Dba: CARGA, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2025, through and including June 30, 2028.

2. SERVICES

Contractor shall perform monitoring of air pollution services as described in Exhibit A, "Scope of Work and Cost Proposal," 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

The maximum compensation payable to Contractor under this Agreement is $1,800, the initial term of the agreement is $600, and $600 for each extension period as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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:
CARGA
8 The Green #15102
Dover, DE 19901

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

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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 A.

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 A.

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.

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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.

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Cole Morton, M2M Specialist ShipTracks LLC Dba: CARGA
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit A
Scope of Work
and
Cost Proposal

Mariposa County Health & Human Services Agency

June 23, 2025

This is a proprietary letter to inform you that Model AQEB-Multi telemetry system is manufactured by CARGA. CARGA is the only contractor to provide service for the AQEB-Multi.

Cole Morton
M2M Specialist

INVOICE

Shiptracks LLC dba CARGA
8 The Grn
Ste 15102
Dover, DE 19901-3618

accounting@carga.com
+1 (228) 363-2448

Bill to
Wendy Vittands
Mariposa County Air Pollution Control District
PO Box 99, 5362 Lemee Lane
Mariposa, CA 95338

Ship to
Wendy Vittands
Mariposa County Air Pollution Control District
PO Box 99, 5362 Lemee Lane
Mariposa, CA 95338

Invoice details
Invoice no.: 1485
Terms: Net 30
Invoice date: 07/01/2025
Due date: 07/31/2025

Purchase Order: 07/01/2025 - 06/30/2026
Sales Representative: Cole Morton

#	Date	Product or service	Description	Qty	Rate	Amount
1.	07/01/2025	Vision Satellite Service	Vision Annual Satellite Service 120 Day 07/01/2025 - 06/30/2026	1	$600.00	$600.00

Total $600.00

Ways to pay

View and pay

MARIPOSA COUNTY

Board of Supervisors

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM:

RE: Handouts Received During Departmental/Partner Presentations, on November 7th, 2025

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental/Partner Presentations, on November 7th, 2025
- Yosemite Mariposa County Tourism Bureau Marketing Plan 2025/2026 from Jonathan Farrington

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during departmental presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

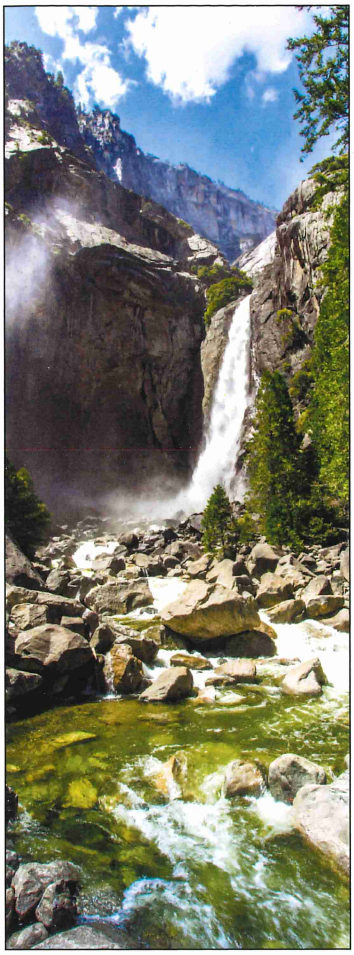
None. Handouts are required to become part of the record.

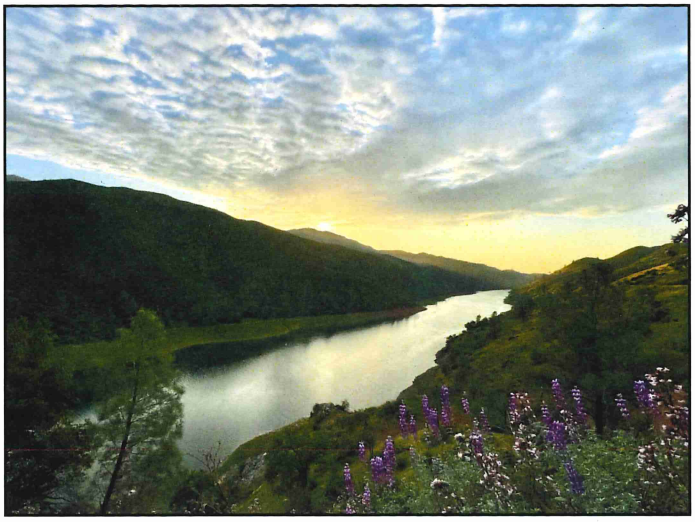
FINANCIAL IMPACT

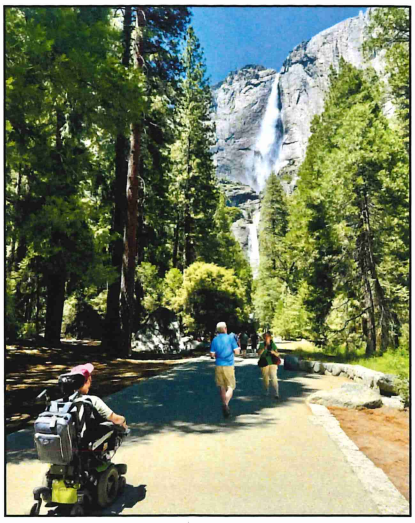
None.

ATTACHMENTS

1. Tourism







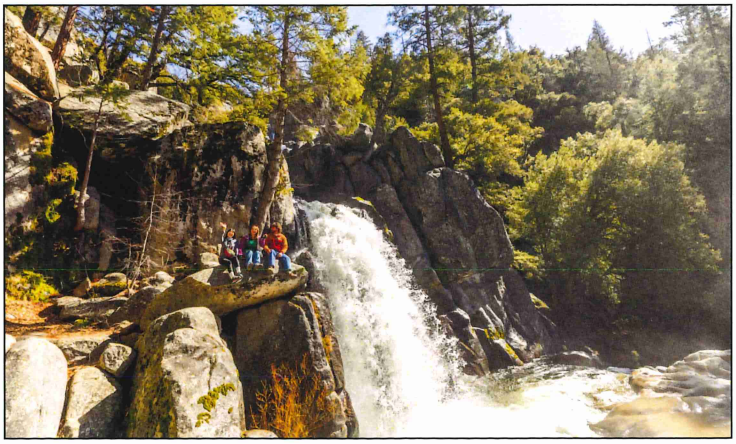
YOSEMITE
—MARIPOSA—
COUNTY
TOURISM BUREAU

Yosemite Mariposa County Tourism Bureau

Marketing Plan 2025/2026

FINAL 08 07 2025

CONFIDENTIAL DOCUMENT – FOR YMCTB BOARD AND STAFF USE ONLY. DO NOT DISTRIBUTE.



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EXECUTIVE SUMMARY

These are uncertain times for tourism business owners and managers.

The tourism Bureau focuses on 6 core elements and more than two dozen tactical areas for marketing. That said, two fundamental tasks are crucial to achieving success for our constituents during uncertain times like these.

The primary goal is to drive revenue. To attract tourists and visitors to Mariposa County, primarily during the off- and shoulder-seasons, to fill hotel rooms. We (YMCTB) are the rainmakers. It is our role to help our partners meet their financial needs.

The second key area is to provide our constituents with intelligence on market conditions. To help you plan, to take advantage of business opportunities, or to batten down the hatches when times are tough. The job of the Tourism Bureau during tough times is to remain aggressive in our marketing and outbound approach, to maximize inbound travel over our competitive set.

The challenges are currently pretty obvious.

- Yosemite NP has implemented a last-minute reservation system, which will reduce lodging occupancies by up to 20% across the board.
- The US dollar exchange rates overseas in our primary markets are restricting Inbound long-haul tourism.
- The current political situation, with proposed tariffs, negative press on National Park staffing, and Visa and ESTA requirements, is impacting visitation and creating nationalistic barriers.

Fortunately, Yosemite Mariposa County is one of the most desirable places on the planet to visit. Our natural stunning beauty and vast open spaces in nature, combined with our rich indigenous and gold rush/western history, make us a highly desirable place on our planet to visit.

The following business plan is adaptable. As I wrote this executive summary, a debate was underway in Washington, DC, over the proposed Yosemite vehicle reservation plan. If a reservation system is implemented so late in the season (April), it will have negative, possibly catastrophic impacts on the park visitor experience. This is due to the inability to communicate with guests who have hotel reservations that will arrive at the Yosemite gate unaware that a vehicle reservation is required, resulting in chaotic delays and confusion. The financial impacts of a last-minute reservation system will result in up to 30% reductions in revenue for lodging, restaurants, and retail stores, as access to the park is reduced during the primary visitation season.

It is our opinion that a permanent park reservation system is on the horizon. YMCTB will continue to focus on increasing visitation between September and May. Ultimately, June through August visitation will be forcefully reduced. Increasing mid-week Sunday through Thursday overnight lodging stays for leisure and groups can offset peak-season losses, albeit at a lower average daily rate. The originally proposed reservation systems would restrict weekends in May, September, October and holidays. So, weekend group bookings, not dependent on access to Yosemite, are a way that hotels and motels can fill rooms.

There is a need to diversify offerings at all lodging business types. It is incumbent on our constituents to *create value, cultural immersion, things to do, and curated activities.* Yosemite can no longer be referred to as the "Golden Goose" as it has been for decades. Businesses must adapt by offering more than Yosemite. To maintain market share and compete with Sierra Nevada towns that lack Yosemite, which can attract visitors from key California regions. Repeat visitation and relationships. Offering more "things to do", activities, education, history, and cultural engagement. We need to work on more "speed bumps" to slow travel down and see what Yosemite Mariposa County is all about, and this is NOT just Yosemite National Park.

BACKGROUND

Brand Platform

In April 2024, Noble Studios presented an updated brand platform for YMCTB. That platform included some of the prior brand platform but also contained several significant additions. The new platform better encapsulates the pieces of the platform, distilling the essence of YMCTB's purpose, principles, personality, messaging pillars, promise, position and vision.

Purpose	Tourism for Good
Principles	Welcoming, Guardians, Collaboration
Personality	Poetic, Inspirational, Approachable, Passionate
Messaging Pillars	Timelessness, Grandeur, Adventure, Accessibility, Unforgettable, Proximity
Promise	A place unchanged with time, can change you in a moment
Position	Mariposa County Means Yosemite & So Much More
Vision	Through changing lives with tourism for good, Mariposa County will be known as a premier, all-season destination, drawing visitation and overnight stays from around the world, providing for the economic viability of communities county-wide.

The platform will be the basis for our marketing going forward. It is a lens through which we assess all our efforts.

Annual Recurring Marketing

Our overall goals for recurring marketing is 1) to integrate our "For All Time" branding in all our marketing efforts and 2) to create efficiencies in the work of our staff and 3) to improve efficacy of our ongoing marketing efforts.

We invest in multiple marketing activities that recur every year. In this section we include both a) those that are intended for direct B2C marketing as b) those that are internal tools used for both B2B and B2C communications as well as to gather resources.

Recurring B2C Marketing Efforts:

- **Visit California** – We will continue to participate in the Visit California *Visitor Guide* and *Road Trips Guide* at whatever level we can afford. We have been fortunate to be offered remnant rates as well and will likely take advantage of those offers when they are available.

- **National Park Trips / *Yosemite Journal*** – we have purchased a full-page ad each year, which includes an article as well as social media posts. They are a main source of email subscriber leads as well as a steady partner, whose publications are found in newsstands across the country.

- **Explorit / Virtual Tours** – A partner for many years, Explorit provides virtual tours for Yosemite National Park on our website. We have researched other options but currently will remain with Explorit.

- **DogTrekker** – DogTrekker focuses on dog-friendly experiences and lodging. More than 40% of searches on Book>Direct include "dog-friendly" as a required amenity. Noble Studios has determined that DogTrekker has a good ROI for YMCTB and intends to continue to work with Dog Trekker for this year.

- **Local advertising** – We have traditionally placed ads in the "Mariposa Fair Program" and "Discover Mariposa County". We intend to continue this level of support.

- **Book>Direct** – An online booking engine, Book>Direct has been utilized on Yosemite.com for the last five years. Reporting has improved somewhat over the past year. We do include Book>Direct information within our KPI reporting from Noble Studios.

Ongoing Marketing Tools for YMCTB Staff Efficiency and Marketing Efficacy:

- **Adobe Creative Cloud** – We use Creative Cloud for video editing, the modification of photos, the creation of graphics, and the revising of PDFs, etc. Our annual costs are $1,326 for two licenses.

- **Adobe Stock** – Adobe Stock allows us to download 480 images per year for our team at $80 per month. Our subscription allows us to carry over any unused images until the end of the subscription year.

- **AirDNA** – We started using the service in 2022, AirDNA provides occupancy, pacing and other data for properties listed on VRBO and Airbnb. The total annual cost is $11,900.

- **Airtable** – This is our primary means of tracking the status of projects, social media content, special offers submissions, and much more. With ten collaborators, the cost of the service is $1,400 annually and we receive a nonprofit discount.

- **BEEPro** – Added in 2020, this online email design system has transformed the staff's ability to create attractive, fast email designs for distribution via Mailchimp. The interface is very intuitive. The cost per year is $325.

- **Canto** – Implemented in 2021, Canto is our digital asset management system (DAM) that helps us maintain all visual assets. In 2025 we added the AI search functionality and 8TB of "cold storage" which will allow us to upload all of our b-roll and completed videos. Our fee for 2025/2026 is $19,222.

- **Canva** – We recently added a subscription to Canva for the purpose of making simple image and video edits when needed for our Pinterest posts. The total cost per year is $120.

- **Datafy** – We have added Datafy as a data solution to track where visitors are coming from, where they are going in our destination, and how they are spending money. The cost is $21,000 per year.

- **Issuu** – we added this service in 2021 to provide an attractive and easy way to publish our travel planner and other documents on our website. The "flipbook" function and ability to embed videos and other links adds significantly to the usefulness of our "digital print". The cost per year is $2,000. We'll be adding additional documents to Issuu on our site this year.

- **MailChimp** – We have become accustomed to using MailChimp to collect and store our first party email data. In May 2025, we surpassed the 75,000-subscriber threshold and our cost per month rose. We are currently paying approximately $8,160 per year and have received a nonprofit discount.

- **Shutterstock** – We utilize the music library of Shutterstock as it has proven to be a very cost-effective way of finding music for video productions. The cost for a music license is only $200 for unlimited music downloads.

- **Sprout Social** – Since 2023, YMCTB staff moved to Sprout Social to manage our social media posts. The total annual cost is $4,800 annually.

- **STR –** After many years of attempting to convince our hotel partners to participate in STR data collection, we soon will have enough partners to begin receiving this data. The cost per year for the aggregation and analysis of this data is $5,160.

- **SurveyMonkey** – We used this service to generate surveys for in house purposes as well as for other organization surveys with which we are aligned. It is reasonably priced at $300 per year.

- **Topaz** – we continue to use Topaz to upgrade our current images and videos when needed. We have not needed to add any features and continue to use our initial purchase

- **TravMedia** – This tool provides us with a wire service for press releases and connections to travel writers. This service costs $8,500 annually.

- **Wander** – We are in the process of adding Wander maps to help us provide easy ways for visitors to plan their itineraries on Yosemite.com. Though not our primary purpose for the platform, users may also download the Wander app to use for planning or offline within the destination. The negotiated price going forward will be $6,000 per year.

- **Zoom** – this is an essential tool that allows us to stay in touch with our partners across the county, country and globe. We pay $300 annually for the service.

CONTENT CREATION

Content / Story Calendar

Prior Year Successes / Shortcomings

The content calendar has been an effective tool for YMCTB, helping to plan stories in advance by scheduling timely topics and ensuring a consistent, strategic approach to content creation. It has been key in developing stories to capture SEO opportunities as a result attracting visitation to the website.

The original content cycle was built around an 18-month calendar to support long-term planning and storytelling. However, it was most recently functioning more like a 12-month brainstorming tool, with repeated content being copied into the following year.

Current Year Strategy / Direction

Our primary goal is to increase engagement with **Yosemite.com** while reinforcing its role as a trusted source of travel information. In 2025/2026, we will overhaul the content calendar to align with the strategic objectives outlined below.

Content will be planned seasonally, with a lead time of at least four months. We'll work closely with Noble to ensure alignment with broader marketing efforts, optimize SEO, and maintain consistency across campaigns, creative briefs, and social media planning.

The updated content calendar will serve as a centralized hub, integrating current initiatives and documenting published content, and supporting social media planning with clear calendar views of recent and upcoming articles.

Strategic Objective for the Updated Content Calendar

- **Align all content with organizational goals**, seasonal trends, and campaign timelines
- **Ensure consistent messaging** across departments, media types and platforms
- **Provide a unified roadmap** for Website Content, PR, Social Media, Newsletters and Video
- **Streamline social media** planning and scheduling with ready-to-use content snippets
- **Reduce inefficiencies** by preventing content duplication
- **Allow ample lead time** to develop content ahead of peak travel and engagement periods
- **Minimize last-minute planning** with established deadlines and content needs
- **Support content reuse** by encouraging repurposing of evergreen material across platforms
- **Begin story development 4–6 months** in advance for timely, brand-aligned publishing
- **Align content deliverables with key initiatives**, e.g., mid-week travel initiatives

Opportunities & Challenges

As we continue to refine and maximize the effectiveness of our content calendar, several key opportunities and challenges will help guide next steps:

Opportunities:

- **Strengthen Writer Partnerships:**
  Review and update our current partnership and contract terms with the Marengo's to ensure clarity around expectations, deliverables, and timelines.

- **New Content Development:**
  Plan for the creation of two new or updated articles each month that align with seasonal campaigns, SEO goals, and travel trends.
    - Refresh and Reuse: Identify and select 1 outdated article to be rewritten each month, allowing us to refresh valuable content while maintaining existing search authority.

- **Standardize Article Components:**
  Ensure each article within the Content Calendar document includes
    - Teaser (1-sentence intro to capture attention)
    - 30- to 40-word summary for social media and cross-channel promotion

- **Workflow Optimization:**
  Propose that contractor takes over all content builds on Yosemite.com under the direction of the writing team.

Challenges:

- Maintaining a consistent publishing cadence while managing updates and rewrites
- Ensuring all content remains aligned with creative briefs and brand messaging
- Balancing SEO requirements with engaging, reader-friendly writing
- Coordinating effectively across teams to meet lead-time goals and avoid last-minute changes

With continued collaboration and process improvements, the content calendar can become an even more powerful tool for both strategic planning and day-to-day execution.

Measurable Goals

- **Publish 24 new articles** during the fiscal year, including:
    - 6 itinerary-focused pieces
    - Topics selected based on SEO insights and current travel trends
    - Each article will include a lodging component to support visitor planning
- **Collaborate with Noble Studios** to identify and update existing content as SEO needs evolve
- **Hold quarterly content calendar meetings**. During these meetings, we will assign story topics **two seasons (approximately four months) in advance**, mapping out content for each upcoming month.
  For example: In February, we will plan and assign stories for summer—specifically June, July, and August.
- **Build streamlined processes and improve team workflows** to boost efficiency, reduce duplicate work, and keep projects moving smoothly.

Meeting Date	Focus Season	Planning Window	Content Focus Area
February (1st week)	Summer (June-Aug)	4 Months ahead	Outdoor adventures, mindful travel, Public transit, outside the Valley, Outside Yosemite
May (1st week)	Fall (Sept-Nov)	4 Months Ahead	Fall colors, harvest, off-season travel, hiking, local events
August (1st week)	Winter (Dec-Feb)	4 Months Ahead	Cozy lodging, winter holidays, winter events, winter activities indoor/outdoor, savings on travel
November (1st week)	Spring (Mar-May)	4 Months Ahead	Wildflowers, waterfalls, spring break travel, nature, eco-tourism, voluntourism, lodging deals

Future Opportunities / Challenges:

We recognize that crises, such as wildfires or park closures – can easily throw off the Content Calendar as we need to shift away from planned content to crisis communications. Fortunately, those items of content can be delayed and published later or in the following year during the same season.

As our content library continues to grow, generating original ideas is becoming increasingly challenging. To keep inspiring visitation and helping travelers plan their trips, we need to get more creative in identifying fresh angles and new information to share, without simply repeating what's already been said. This may require us to rely more on strategic rewrites and thoughtful content updates.

Video Production & Distribution

Prior Year Successes / Shortcomings

Prior year successes included the following:

- Completion of the eight region videos:
  - Yosemite Valley
  - Glacier Point Road
  - Northern Yosemite
  - Southern Yosemite
  - Central Mariposa County

    - Northwest Mariposa County
    - Northern Mariposa County
    - Southern Mariposa County
- Completion of a video to highlight the options for holding meetings in Yosemite Mariposa County.
- Completion of 17 vertical videos for TikTok, YouTube shorts and Instagram Reels with the help of Backstory.
- Creation of 30-second and 15-second ads for Fall 2024, Winter 2024, Spring 2025 and Peak Season 2025 in vertical, horizontal and square formats. Peak Season ads also included some specific versions for targeting some of our digital audiences.
- Acquisition of additional footage with Backstory and David Boomer.

Current Year Strategy / Direction

Our work will continue to focus on the following:

- Ensure that lodging is included in the videos to stay in line with our TBID funding
- Distribute each video in the most effective way possible (a simplified Distribution Process can be found in Appendix B)
- Work with Backstory for our video ads, vertical videos, b-roll and other short videos
- Collaborate with Noble Studios on seasonal ads, especially to ensure that the brand is being integrated fully
- Link our video production directly with the content calendar and intentionally design projects that are supportive of website content
- Address any backlog of projects

Type	Amt per project	Times per year	Cost
One-day shoot in Yosemite Mariposa County without talent (B-roll footage)	$4,000	2	$8,000
One-day shoot in Yosemite Mariposa County with talent (focus on lodging)	$6,000	2	$12,000
Seasonal Ads with minimal shooting	$3,000	4	$12,000
Vertical Video (5 to 10 using b-roll and footage from earlier shoots)	$800	4	$3,200
Sizzle Reels Editing (approximately 1-minute videos for social or website, no shooting required)	$1,500	4	$6,000
How-to Videos (1 to 1.5 minutes demonstrating an activity)	$2,500	2	$5,000
Website Videos (related to Itineraries or other website content)	$2,500	2	$5,000
International training videos	$2,500	3	$7,500
TOTAL		22	$58,700

Measurable Goals

Staff will work with Backstory Creative to produce the following:

- Increase license-free footage of Yosemite National Park and Mariposa County which can be shared with constituents, press, and other outside parties
    - Two b-roll footage shoots without talent
    - Two lodging-focused shoots with talent
- Complete four seasonal advertisements in multiple formats – with Noble Studios
- Create 5 to 10 vertical videos per quarter or season for social media purposes
- Focus on new edited content
    - Create four sizzle reels for website and/or social
    - Create two how-to videos for website and/or social
    - Create two videos related to specific itineraries or other website content
- Create 3 training videos for international trip planners, based on an existing power point presentation.

In addition, staff will continue to address the backlog of projects:

- Anthem video that ties into YMCTB's new brand creative
- Ansel Adams video

Future Opportunities / Challenges

We know that evolving video technology will always provide both opportunities and challenges. While new formats and better audio or video quality will improve the look and feel of the finished product, the contrast with earlier-produced materials will be even more evident.

We will continue to utilize user-generated content to flesh out our social media content. At the same time, we recognize that the reposting of others content as opposed to content we produce on our own may downgrade our status on some social media platforms.

Visual Assets - Acquiring and Curating

Past year Successes/Shortcomings

- We used Topaz AI extensively on the aging/non-optimized portion of our existing library of content, as well as on our content acquired from constituents.
- We added a large amount of content to Canto in support of our constituent listings.
- We made contact and began discussions with Al Golub and Bill Rolbiecki about acquiring content from his extensive library of local subjects.
- We have done several video shoots with David Boomer to acquire new b-roll content of Mariposa County, especially outside of the park.
- We have acquired a lot of new b-roll content from Backstory Creative of subjects from both inside and outside of the park.
- Added photo assets licensed from Cory Lee that show wheelchair access and activities in Yosemite.
- Added AI search option to Canto, greatly simplifying our tagging and curating workload.

- We have added a "cold storage" option to Canto to leverage that platform's features to efficiently organize, curate, and share our video assets. We are in the process of migrating approximately 2.4 TB of b-roll into Canto cold storage.
- As of June 30, 2025, our total asset library contains more than 27,000 assets.

Current Year Strategy / Direction

We will add new assets to our library the sources listed below:

- Adobe Stock
- David Boomer contracted video shoots
- Backstory Creative shoots
- Independent photographers
- Staff captures

We will also improve our library:

- Upgrade and enhance existing YMCTB library assets with the Topaz AI applications.
- Work towards further tagging and organizing assets in Canto.

Measurable Goals

- Upload and migrate our B-roll library into Canto cold storage.
- Restructure and simplify our custom fields in Canto to support the enhanced functionality afforded by the new AI search feature.
- Begin the process of making sure all assets tagging (especially the Location and Content Type tags) are correctly filled in.
- Create and maintain a shared wish list of assets to be created and/or updated.
- Write an SOP for managing the basic workflow in Canto.
- Write an SOP for managing video assets outside of Canto.

Future Opportunities / Challenges

- There are several local photographers who either produce a large amount of work or cover non-park subjects of which it is very difficult to find stock imagery. Developing an agreement for acquiring needed/wanted assets would be helpful to our marketing efforts.
- The available budget for content acquisition will likely dictate the rate at which we can expand our photo and video libraries.

Written Paid Content

This section focuses on written content that is specifically developed for paid placements. Thus it is a different type of other content production given the relationship with paid as opposed to earned media. Noble Studios handles a portion of the written paid content as part of their creative services with YCMTB. Other written content is managed by the Director of Marketing & Creative and the Director of Communications & Content, who work on these projects together, receiving input and direction from the CEO/Executive Director.

Prior Year Successes / Shortcomings

In 2024/2025, we completed multiple tactics that required written paid content. These tactics cross over many different types of media and channels. For instance, this past year included:

- Native Advertising:
  - *Bay Area News Group* (BANG) – this six-page printed insert is primarily comprised of content already written for the website and edited to fit the available space. This year Noble staff took on the lion's share of editing and any necessary written modifications.
  - *SFGate* – while the digital content is written by a SFGate contracted writer, YMCTB staff and Noble Studios oversaw the article development and approved the content before publication.
  - *AFAR* and *Matador Network* – similar to the work done for SFGate, these outlets provided drafted content that was then modified by Noble and YMCTB staff.
  - *The Guardian* – the offer of a remnant full-page native ad required content to be adapted from several stories on Yosemite.com by YMCTB staff. The focus was on traveling for wellness. This same content was updated for use as an advertorial in the digital version of *Travel Taste + Tour*.

- International Co-Ops:
  - Msi provides numerous co-ops for YMCTB to participate in Germany. Given that the content is in German, Msi staff works with the media outlets to draft the copy and then provide translations back to YMCTB to review and approve. Examples included America Unlimited's Destination of the Year, CANUSA, Fairflight and Go2Travel Switzerland.
  - Black Diamond has also provided a few UK co-op options that needed written content, in particular a contest with Travel Gossip required intro copy and contest questions that required a visit to Yosemite.com for the answers.

- Digital Media Buys:
  - E-newsletters – Noble Studios works with media outlets to have email newsletters sent to their lists on our behalf. Noble staff drafts the content and shares it with YMCTB staff for comment. Examples: *Outside Magazine* and *Sunset*.
  - Social Media, Demand Generation, PMAX ads– Noble Studios writes the copy for use in these paid placements, and the copy is reviewed / approved by YMCTB staff.

Challenges / Obstacles

Often written paid content is time consuming to complete as there are often specific space restrictions – in the form of either word or character counts – that must be followed and therefore require additional editing.

Current Year Strategy / Direction

The overall goal for this pillar is to ensure that high quality, accurate written information is provided for all paid placements where non-ad copy is required.

We will continue to implement many tactics that involve written paid content this year, many of which are handled with the help of Noble Studios. YMCTB Staff is also responsible for content not related to

our work with Noble. In particular, many international placements through our international offices require staff time and expertise to provide valuable written content.

Measurable Goals

- Meet all deadlines for written paid content
- Ensure that written paid content continues to be factual and supports Yosemite Mariposa County Tourism Bureau branding.

Future Opportunities / Challenges

We continue to see improvements in and greater use of AI for developing written content. ChatGPT has been our "go to" for drafting written content but there are others such as Claude that are becoming more accurate with fewer hallucinations. Given the level of it is often error-filled and needs significant editing, however, we will never utilize this tool to create completed pieces.

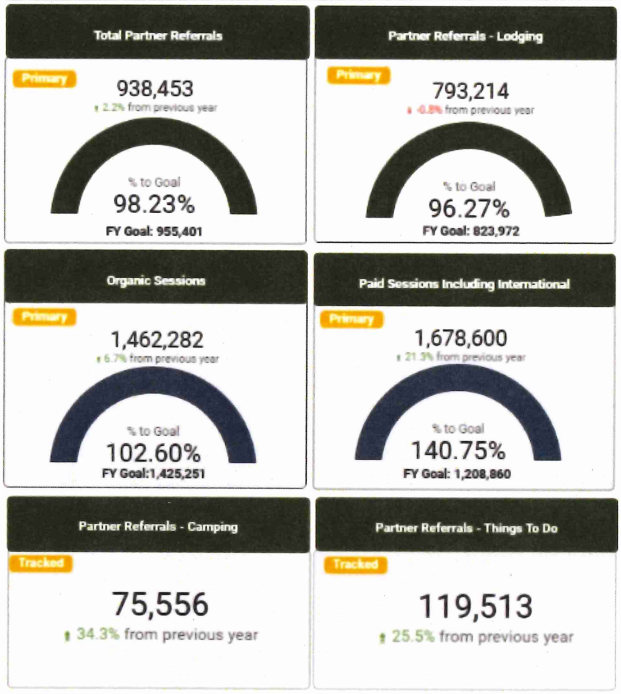
WEBSITE

Yosemite.com 3.2

Prior Year Successes / Shortcomings

Yosemite.com serves as the primary platform for YMCTB's marketing and communications efforts, as well as a key resource for visitors seeking valuable information about the region. It also plays a critical role in driving traffic to our lodging partners.

In 2024/2025 we set ambitious KPI's and successfully met half of our goals, including increases in overall sessions and international traffic. The fiscal year ended strong, with YoY growth across key performance indicators. Organic performance was a standout, exceeding expectations with organic sessions at 103% of our target and grew 7% year-over-year, despite declines in second half of the year due to shifts in the search landscape changes and attribution methods.



Overall, total referrals and lodging referrals were just shy of meeting last year's goals with Total Partner Referrals at 98% of goal and Lodging Referrals at 96%. Both remained relatively flat YoY despite overall traffic changes in the second half of the year. Supporting referrals, Camping and Things to Do, saw significant YoY growth.

Paid sessions surpassed the set goal and saw strong YoY growth in 2024/2025. Paid sessions came in at 141% of goal and saw a 21% increase.

Our Special Offers efforts entered year four and continues to show success.

2024/2025, YMCTB set out to launch the new Wander tool to help visitors plan their trip which will go live in Q1 of 2025/2026.

Current Year Strategy / Direction

We will continue to leverage Yosemite.com, with driving traffic to our lodging partners remaining our primary KPI. We will work closely with Noble Studios to ensure we stay responsive to evolving online search trends. A key milestone will be the completion of the Wander app implementation in Q1, a project initiated in the previous fiscal year. This tool will serve as a valuable resource for visitors planning their trips to Yosemite Mariposa County by enhancing the user experience and helping them discover activities and lodging options near their points of interest. We will also continue to evaluate the performance and effectiveness of key site features such as ExplorIT, Book>Direct and other online tools.

In 2024/2025 YMCTB initiated an error audit of Yosemite.com to identify and correct minor contextual, factual and image quality issues to protect our brand integrity and improve the user experience. This is an ongoing effort that will continue through 2025/2026 and likely beyond. The Director of Communications and Content will oversee the review and refinement of the error logging system and implement corrections where feasible.

We will also be implementing specific landing pages for our five core audiences: Campers, Families, History and Culture, Outdoor Adventure, and Midweek Retirees.

Measurable Goals

Lodging Referrals
(Lodging, Camping, Book Direct)

801,146 +1% Increase (Base Goal)
809,078 +2% Increase (Stretch Goal)

In 2024/2025, we set a 3% growth goal, but lodging referrals came in short by ~4%, and were down year-over-year by ~1%, due to shifts in paid media spend and organic traffic declines in H2. Based on this volatility, we set a 1% base goal, with a stretch goal.

Total Partner Referrals
(All Partner Referrals, Lodging, Camping, Book Direct, Things to Do, Dining)

957,222 +2% increase (Base Goal)
966,607 +3% increase (Stretch Goal)

FY 2024/2025 we were under goal by ~2%, but up YoY. The proposed base goal sets a 2% increase since this is the most inclusive referral metric. The 3% stretch goal assumes new paid/organic tactics outperform.

Organic Sessions

1,462,282 Flat Goal

The last fiscal year saw a 4% growth goal, which was surpassed (+3%) but experienced a 10% decline in H2. With the algorithm changes, zero-clicks, and AI Overview placements, organic traffic was significantly impacted. Recommending a flat baseline with a Q2 reassessment reflects given the volatility.

Paid Sessions

1,712,172 +2% increase

While the budget will maintain the same as FY2024/2025 we are expecting to gain some efficiencies in spend and targeting.

Tracked Metrics

- International Sessions
- Things to Do referrals
- Dining referrals
- Newsletter Sign-ups. Total goal: 14,000

Future Opportunities / Challenges

An ongoing priority this year and every year in the future will be ensuring our site health remains strong. As tech advances, SEO search algorithms change and AI becomes more of a primary tool, Yosemite.com will need to be updated, corrected, and adapted. We will continue to monitor the evolving environments relating to how users search and identify ways that we can adapt Yosemite.com to support our own site's well-being.

To ensure that Yosemite.com 3.2 is the best that it can be in the current fiscal year and beyond, we'll need to stay on top of industry trends and be ready to make use of our Maintenance Retainer to continue to have a great website that stays on top of or ahead of industry standards.

Yosemite.com Maintenance

Prior Year Successes / Shortcomings

The Maintenance Retainer was budgeted at $32,000 for the 2024/2025 fiscal year. During this period, Noble Studios implemented a new approach to dividing the budget, breaking it into two categories. The first category focused on maintenance and optimization, allocating $12,000 for regular tasks such as WordPress, plugin, and security updates. The remaining $20,000 was designated for website services, covering projects requested by the YMCTB team. This same budget structure and allocation will continue to be used for the 2025/2026 fiscal year.

Completed MRO in 2024/2025

Security & Enhancements

Backend:

- Performed 212 plugin updates across 18 installed plugins
- Updated WordPress core 11 times from 6.6 → 6.8.1

Frontend:

- Adjusted listing pagination experience to result in a clearer user experience
- Improved mobile-friendliness of homepage video

- Implemented CookieYes platform to allow users to opt in / out of tracking policies
- Optimized newsletter flyout functionality and user experience
- Resolved a console error on events listing, preventing users from accessing updated results

Full code splitting via new block manager class:

- Code splitting is a technique that breaks a website's assets (like JavaScript or CSS Stylesheets) into smaller pieces instead of loading one big file. This way, the browser only downloads what it needs for the current page or feature, which makes the site load faster. It's important because it helps improve performance, especially on devices with slower connections.
- This update improved page load times and other important core web vital metrics.

Core Web Vitals

- Reduced Content Layer Shifting (CLS) on the homepage by tweaking responsive styles
- Improved Largest Contentful Paint (LCP) globally by enabling font-swap properties on custom fonts
- Improved Largest Contentful Paint (LCP), First Input Delay (FID) on the video hero component by deprioritizing video load and serving the user with a suitable alternative during loading (thumbnail image)

Core Web Vital Scores: (Yosemite.com Page tested)
84% average desktop
72% average mobile

Accessibility Score:
81% average accessibility

Current Year Strategy / Direction

Continuing to utilize same process as previously to determine special projects.

As part of our ongoing commitment to innovation and user experience, we will also explore the potential of implementing an AI-powered search tool and/or chat box on Yosemite.com to help visitors find relevant content more intuitively and efficiently. Research into available platforms and integration options will be a priority in 2025/2026.

Measurable Goals

- Successfully manage the retainer-based budget through the entire year.
- Improve Search function, including researching AI search engine options
- Improve banner ad rotation
- Complete Wander integration
- Research Chatbot assistance opportunity

Future Opportunities / Challenges

Yosemite.com is an ever-growing and ever-changing being. We will continue to work with Noble to monitor closely the success of the site as well as potential ways to improve it to ensure the overall success of Yosemite.com. As technology continues to advance rapidly, and the way people access and interact with websites evolves just as quickly, it's critical that we remain proactive and adaptable in order to meet users' expectations and maintain a seamless, engaging digital experience.

SEO

Prior Year Successes / Shortcomings

Organic search remained a critical driver of website traffic for Yosemite.com in fiscal year 2024/2025, despite significant shifts in search behavior such as AI-powered, no-click results on platforms like Google. These changes have made visibility and engagement more competitive than ever. Despite these recent changes, we saw growth in organic search results overall as well as an increase in Page 1 keyword rankings.

+7% YoY growth in organic search traffic (1,462,282 vs. 1,370,434), indicating continued strong interest and discoverability of Yosemite-related content.

+25% increase in Page 1 keyword rankings (177.9k vs. 141.8k), reflecting successful optimization efforts and improved visibility in organic search results.

Challenges:

-12% decline in lodging, camping referrals, and Book>Direct actions from organic search (278,013 vs. 317,489), suggesting a need to strengthen conversion-focused SEO strategies and adapt to changing user pathways driven by evolving SERP experiences.

Ensuring that Yosemite.com continues to rank well for important search queries through Search Engine Optimization (SEO) is critical to the long-term health of our ability to reach travelers with information and inspiration to visit Yosemite Mariposa County.

Current Year Strategy / Direction

We will continue to partner with Noble Studios and follow their recommendations to ensure our site's SEO performance remains strong in 2025/2026 driving relevant traffic and building authority on Yosemite.com. Noble Studios' team members are certified Google partners, giving them access to insights and tools that many agencies do not, which helps us stay ahead in a rapidly changing search landscape.

With the introduction of Google's new AI-powered search experience (SGE), we'll also need to adapt how we approach content creation. Google's evolving algorithm now places even more emphasis on E-E-A-T (Experience, Expertise, Authoritativeness, and Trustworthiness). Our goal is to consistently provide the best, most helpful content on the internet, something we've already worked hard to do. However, we still have room to grow, particularly by incorporating more local voices and subject-matter experts to further strengthen the authenticity and credibility of our storytelling.

As search continues to evolve, the coming year will require focused efforts on optimizing for AI summaries, enhancing structured data, and improving on-page content alignment to retain visibility and drive action in an increasingly no-click environment.

Future Opportunities / Challenges

Search Engine Shift to AI

AI is changing the way people search, and Google is integrating more and more AI results into the SERP to support this change. "AI Mode" presents both challenges and new opportunity for brand presence and topic ownership.

Challenge: AI search engines now provide AI-generated summaries or "featured snippets," reducing the need to click into a site or multiple links for answers. We must constantly adapt and adjust our SEO strategy to meet the new technology evolving around us. We will learn and implement new strategies to increase SEO.

Opportunity: Though the new AI search features pose some challenges, they also offer opportunities. Noble noted in the April 2025 report that sessions for AI search continues to increase MoM from AI. This indicates that users who have completed their research and are ready to click through to the site have a high chance of converting. Referral traffic from AI searches via ChatGPT had the fourth highest conversion rate (22.31%) among the top-10 sources. Other AI platforms such as Perplexity, Gemini and Claude, also saw increases MoM.

Measurable Goals

We aim to maintain the current SEO organic web traffic.

Metric	FY23/24	FY2024/2025	Proposed Goal	Rationale for Goal
Organic Sessions	1,370,434	1,462,282	**1,462,282 Flat**	The last fiscal year saw a 4% growth goal, which was surpassed (+3%) but experienced a 10% decline in H2. With the algorithm changes, zero-clicks, and AI Overview placements, organic traffic was significantly impacted. Recommending a flat baseline with a Q2 reassessment reflects given the volatility.

We will follow Noble's proposed SEO strategies for each quarter.

DIGITAL PAID MARKETING

Noble Studios continues to provide strategy and management for our full-funnel, multi-channel approach for 2025/2026. To best react to the changing digital landscape for paid marketing, we will work with Noble to develop two media plans – the first for H1 (July – December) and the second for H2 (January – June). Details of the H1 Media Plan are included in the appropriate sections of this document as well as a summary, including updated audiences, in Appendix D.

By the numbers, our paid marketing achieved the following:

- Total Spend: $996,289. (note: this includes traditional print costs)
- Total Impressions: 92,243,115
- Total Sessions: 1,678,600 (23% increase YoY) / Engaged Sessions (18% increase YoY)
- Total Partner Referrals: 150,965 (35% increase YoY)

While we will continue both seasonal messaging and value-driven messaging, a high priority focus for 2025/2026 will be increasing midweek travel. We are adding a new audience profile called "Midweek Retirees" with the intent of optimizing partner referrals and hard-sided lodging conversions.

Another ongoing goal of this year is to ensure that we have greater integration of messaging and design across all channels. This year Noble will produce an overall creative brief for ensuring a common language and understanding of the creative direction. YMCTB will continue to provide seasonal content briefs as a tool for our partners and team to develop coherent messaging. We will always consider our audience to ensure that we are communicating as effectively as possible. The key is being both fluid and adaptive along with strong planning.

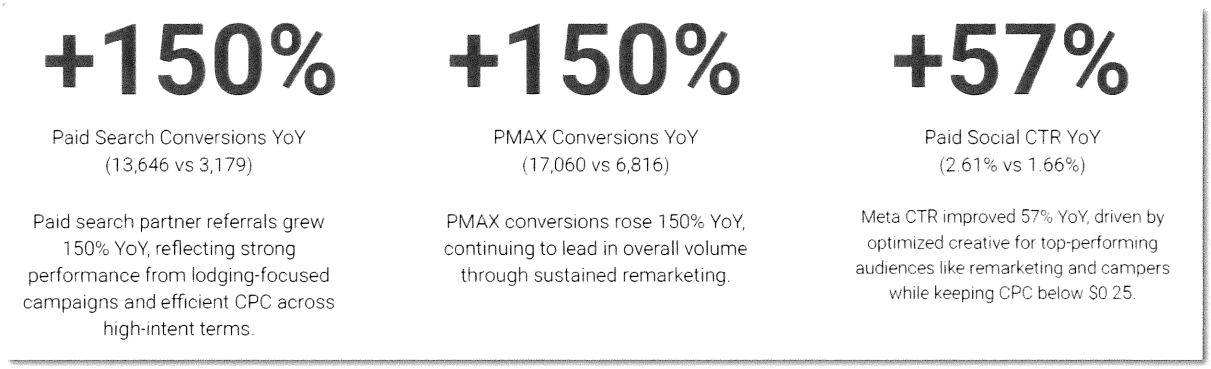
Search Engine Marketing (SEM)

Paid search is an "always on" marketing tactic and is an important part of YMCTB's mid- and bottom-funnel strategy. Utilizing our refined digital audience profiles, we can target our paid search dollars through Google Search.

Prior Year Successes / Shortcomings

Our total budget for SEM in 2024/2025 was $216,000. With that budget, we were able to consistently deliver very good results. The industry average click-through-rate (CTR) for paid search is around 3.2%. YMCTB results significantly exceeded that figure, with Paid Search delivering a CTR of 17.73% and a conversion rate (CVR) of 42.64%, reflecting both strong targeting and compelling ad copy.

Noble summarized the 2024/2025 YoY successes with the following data:



Noble performs a continuous assessment of our spending with each metrics presentation. We rely heavily on them to make sure that we are getting the best click through rate (CTR) and conversion rate (CVR) with our paid search.

Current Year Strategy / Direction

The paid search channel has traditionally been a high-performing channel for us, and our strategy in 2024/2025 will be to continue to build on these successes. Paid search is an important tactic used for the booking phase of travel. We partner with Noble Studios to ensure the following:

- In line with our only source of income, the TBID assessment, our primary goal will continue to be brand and non-brand campaigns that lead to non-camping lodging partner referrals. We will maintain our paid search campaigns for decision and booking opportunities.
- Starting in the fall, we will lean into promoting midweek travel with our new audience and messaging.
- We will continue to highlight special deals and packages to take advantage of travelers' desire to find added value.
- We will remain aware of how SEM strategies may need to change if there are natural disasters or reservation systems for Yosemite National Park.

Measurable Goals

- We will increase YOY CTR and CVR while continuing to optimize existing campaigns with strong audience-focused and season-focused landing pages (mentioned earlier in the Yosemite 3.2 section).
- Optimize all campaigns for driving qualified and engaged traffic to Yosemite.com.
- Increase lodging partner referrals.
- Introduce season-specific campaigns early to account for dreaming and planning phases.
- Increase midweek travel

Future Opportunities / Challenges

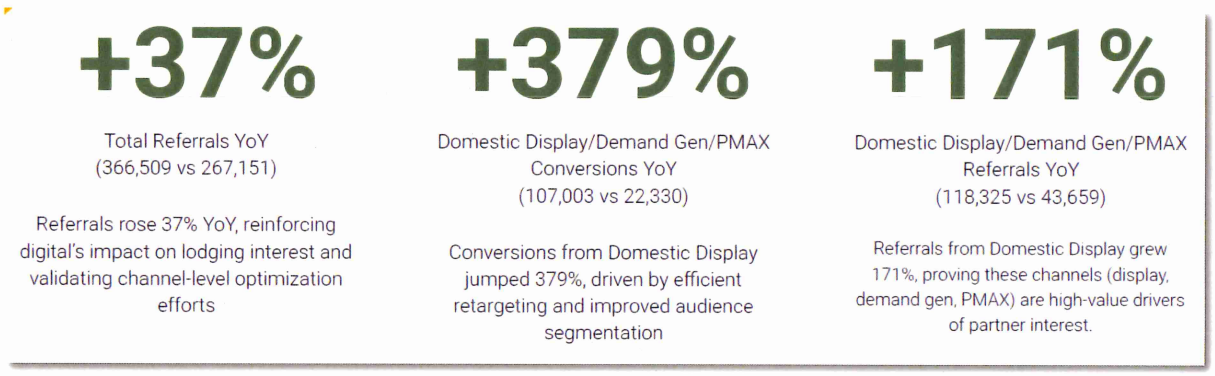
Ongoing challenges will continue with wildfires, NPS reservation systems, etc. One of the strengths of the paid search channel is the ability to pivot and respond quickly to emerging trends. To take advantage of that strength, we will need to stay on our toes and continually explore new angles for potential opportunities.

Noble has managed our SEM for five years with increasing success. We are fortunate to have such a trusted partner.

Digital Paid Media

Prior Year Successes / Shortcomings

Our largest annual investment continues to be in the form of digital paid media. With a budget of $442,000, the results for digital paid media was significantly improved in 2024/2025 vs the prior year. Here is how Noble Studios summed up the results:



Challenges / Obstacles

Costs for digital media are rising. Implementing some of the tactics may have reduced results simply because our budget will not stretch as far.

Current Year Strategy / Direction

Key strategies for 2025/2026:

- Continue to entrust Noble with our digital media budget to ensure timely delivery and integrated approaches with other media channels.
- Noble will continue to utilize our audience profiles to develop effective creative, especially for midweek retirees. We want to assure that we are marketing to the right audiences in the right markets and the right time to drive efficiency and effectiveness.
- Noble will experiment with other digital paid media channels. New placements will be made with *AARP*, *Condé Nast* (digital), and *Atlas Obscura*.
- Noble will identify high impact test placements based on media consumption reports that would allow us to build awareness of the destination in new areas.
- YMCTB staff will continue to manage our in-house social media channels (with a separate budget for paid posts)

<u>Other Key Takeaways from Noble Studios for 2025/2026</u>

- <u>Display Channels Are Delivering at Scale</u>

Performance from PMAX and Domestic Demand Gen display tactics was notable, with high session volume and referral contribution. These channels have shown their ability to efficiently drive top-of-funnel engagement. Continued investment, combined with testing new creative variations, is recommended.

- Email Continues to Be a High-Impact Channel
  Campaign newsletters and dedicated emails consistently outperformed standard industry benchmarks. High open and click rates reflect both strong brand resonance and interest in the promoted content. There is clear opportunity to scale these efforts through increased send frequency, personalization, and targeted segmentation strategies.

- Lower-Performing Outlets Require Review
  Several placements, particularly in print or native formats, reported low or negligible referral volume despite measurable cost. These should be reassessed to determine if continued investment is justified or if budget can be reallocated to higher-performing channels.

Measurable Goals

- Implement the new creative brand refresh in all aspects of paid media
- Work with Noble to ensure that we have creative assets when we need them
- Review the relevance of the audiences for individual paid media channels on at least an annual basis
- Maintain regular communications with the Noble staff to determine the channels with the best ROI
- Experiment with new channels as recommended by Noble for better targeting

Future Opportunities / Challenges

Costs for digital paid media are going up, leading to fewer tactics being tried. The types of opportunities are also constantly evolving; staying informed about emerging trends and opportunities in digital media is something we will rely on Noble's expertise as well as our own professional development opportunities.

We also know that backlash against some advertising social platforms – such as Facebook and Twitter (X) – may cause them to lose popularity over time, requiring us to re-focus our spend in different ways.

TRADITIONAL MARKETING

Traditional Print Media

Opportunities for traditional print media are solely reliant on co-op partnerships. If our lodging partners are not interested in or do not have the budget for print, then our media buys in this area adjust accordingly.

Prior Year Successes / Shortcomings

For the year 2024/2025, we had a budget of $125,000 but only spent $93,200 on print media.

Our focus primarily remained on the drive market, especially in the Bay Area and Los Angeles, and greater California. Noble Studios placed 10 different ads, including ones in *Adventure Sports Journal*, *BANG*, *California Travel Guide*, *Diablo Magazine*, *LA Times*, *Mariposa Gazette's* "Discover Mariposa County", *Mariposa Gazette's* "Mariposa County Fair" program, *San Diego Magazine*, Visit California's *Visitor Guide*, Visit California's *Road Trips*, and *Yosemite Journal*. Some additional ads were placed in domestic and international publications, including *The Guardian*, *USA Today* and *Travel Taste & Tour*.

Current Year Strategy / Direction

The overall goal for print media in 2025/2026 is to continue to create an effective print media program that is both on-brand and meets deadlines. Process issues will be resolved with our lodging partners and our creative agency.

Our budget for this year is $75,000, lower than what was spent in 2024/2025. This level of spending may rise depending on the interest of the co-op partners. Other factors, such as remnant deals will also play a role if the overall revenue levels allow.

- We will continue to negotiate as hard as possible to ensure that our budget goes as far as possible. We will also wait to see if there are remnants or other opportunities for reduced costs within this paid media area. Print media is often joined with digital opportunities, and we consider on a case-by-case basis whether to take advantage of those "added value" options.
- Print media is generally a high and medium funnel approach. We will continue to seek leads through publications that offer that option.

Much of our strategy will rely on our co-op partners; if there is interest and budget, we will work with them to place ads of common interest, such as major lifestyle magazines in Los Angeles and the Bay Area. See the Co-Op section for more details. We will also continue to consider advertising in those publications that have a long shelf life, such as the *Yosemite Journal* or the Visit California's *Visitor Guide*.

Measurable Goals

- Working with Noble Studios, meet all deadlines for print placement.

- Institute updates to the asset gathering and ad approval process.
- Create three sets of YMCTB co-op opportunities in print media. The success of the co-op program will depend on the willingness of our co-op partners. (See the Co-op section.)

Future Opportunities / Challenges

Print advertising is expensive and it's difficult to track the ROI. Digital native advertising may end up being more effective than printed inserts. Still, we recognize that the printed word does have power even as more digital versions become popular.

We're also aware that the coverage provided by our PR and earned media tactics can often have more value than just paid media. At times we can combine print advertising with editorial coverage.

Future opportunities might be billboards, banners / pillars, and even more creative ways to integrate print and technology. In addition, there may be other opportunities for international print publications.

Traditional Radio / Audio Media

Prior Year Successes / Shortcomings

In 2024/2025 our use of traditional radio / audio media as an advertising channel decreased. The rise of digital audio – from music streaming opportunities to podcasts to digital radio – has significantly impacted how people interact with audio content. While traditional radio continues to reach a larger audience, the ability to target specific audiences and track any resulting ROI is not possible. Conversely, the digital audio platforms provide more targeted opportunities that can also be tracked.

Current Year Strategy / Direction

Our overall goal for radio / audio advertising is to create a multi-pronged effort that will reach the right audience, at the right time, with the right message. The approach with any terrestrial radio broadcast is to make sure that we reach a large audience within a specific geographic area. The approach with streaming audio – in particular podcast advertising – is to reach a specific audience that is interest-based and can be tracked.

We are budgeting a maximum of $60,000 for audio advertising this fiscal year. This is significantly lower than what was spent in prior years but, as mentioned above, we do not have the data needed to support higher levels of spending in this marketing area.

Measurable Goals

- Develop clear audio advertising goals in our July – December 2025 media plan with Noble Studios.
- Develop clear audio advertising goals in our January – June 2026 media plan with Noble Studios.
- Compare tracking of digital audio spends to determine the best ROI.

Future Opportunities / Challenges

As mentioned above, traditional media is no longer a strong focus of the YMCTB budget. Furthermore, the rise of digital audio will likely continue to shift how people experience this type of advertising.

Collateral

Prior Year Successes / Shortcomings

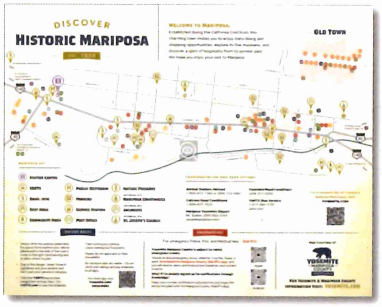
The following projects were completed during the 2024/2025 fiscal year:

- We updated and included emergency information for visitors in the form of a QR code for the 2024/2025 Mariposa Town Map.
- We translated and printed our Mini Destination Vacation Planner in Japanese.
- We completed a flyer to be given to new TOT certificate holders.
- We began an "About Us" brochure to be provided for events like town halls, the Mariposa Fair and CoyoteFest.

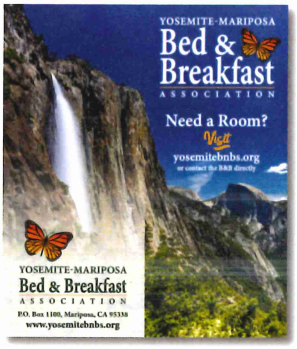
Work was continued to update the 100 Things to Do in Mariposa County collateral.

Current Year Strategy / Direction

The overall goal for collateral production this year will be to eliminate any backlog of projects, set realistic deadlines and complete all items prior to the end of the fiscal year. Our total budget for printing all collateral in 2025/2026 is $9,000.



Town Map Update: We will update the Mariposa Town Map annually to reflect changes in businesses. With the addition of Wander Maps on the website, we will be able to update the information on our maps as a secondary means of visitors viewing what's available. We will also add another QR code to the map that leads to a current, pre-selected grouping of appropriate Mariposa County businesses in Wander. (Printing budget = $3,500)

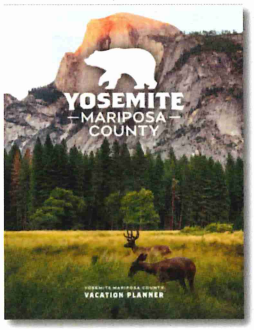


Yosemite Mariposa County Tourism Bureau "About Us" Brochure: To better explain the purpose, goals and vision of the tourism bureau, a new brochure will be developed that explains who we are, what we do, how we are funded, etc. The brochure will be distributed to current constituents as well as be available at the tax assessor's office for distribution to new TOT certificate holders. (Printing budget = $500)

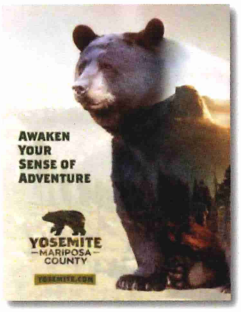
Bed & Breakfast Association Brochure: If desired by the Association, YMCTB will update and reprint the brochure as we have done in the past. (Printing budget = $500)

100 Things to Do in Mariposa County (outside the park): While our first concern is making sure that the website page is updated with current things to do in Mariposa County, we will also design a printed postcard or rack card with a QR code that will provide information about the list for visitors. (Printing budget = $4,500)

Destination Vacation Planner: We will update the digital version include more specific information about lodging and any other information that was not originally included in the printed (Printing budget = $0)



Mini Destination Vacation Planner: Given the interest we have from international markets, we will translate the Mini DVP into Spanish. This will remain a digital version unless there is a request to print them. (Printing budget = $0)



Measurable Goals

The measurable goals planned for the coming year are as follows:

- Perform an annual update of the Mariposa Town Map to reflect business changes and send to the printer. Integrate the Wander Maps QR code to provide up-to-date information digitally.
- Complete the bureau's About Us brochures.
- Update and Print the Bed & Breakfast Association brochure if desired.
- Complete the 100 Things to Do collateral.
- Translate YMCTB's mini-DVP to Spanish.
- Maintain the inventory system for our storage room so that we can always have a good idea of how much collateral we have on hand.
- Improve our distribution of collateral with the intent of decreasing our current inventory significantly.

Future Opportunities / Challenges

While we have traditionally relied heavily on print materials to help visitors navigate and connect with Yosemite Mariposa County, we recognize the need to be more intentional with their use. As the destination marketing organization for a region celebrated for its natural beauty and commitment to sustainability, it's essential that our print practices reflect our eco-conscious value.

In the future, we can strengthen our brand image by adopting more sustainable printing methods, including using recycled paper, non-toxic inks, and clearly labeling our materials with "Please Recycle" icons. Sustainability should be reflected in everything we produce, and our print collateral is a powerful touchpoint to showcase our commitment to responsible tourism and environmental stewardship.

EARNED & OWNED MEDIA

Social Media

Prior Year Successes / Shortcomings

- Met or exceeded the majority of our prior year's KPIs (see chart below).
- We maintained our successful paid content focus on Meta.
- We successfully continued a larger paid effort on our YouTube and TikTok channels.
- We adapted our platform strategies to address the aggressively changing social media landscape.
- We continued our successful Facebook lead generation campaigns to build our newsletter subscribers list.

Website sessions	Total	% to Goal
Aggregate session totals	508,563	200%
Facebook, National	**Total**	**% to Goal**
Followers	161,784	366%
Link Clicks	673,694	38%
Engagement	1,574,716	52%
Facebook, Local	**Total**	**% to Goal**
Followers	3,449	--
Instagram	**Total**	**% to Goal**
Followers	107,456	258%
Engagement	871,164	101%
Profile Actions*	*1,054*	*38%*
** Metric can no longer be tracked.*		
YouTube	**Total**	**% to Goal**
Subscribers	4,034	239%
Total Watch Time (hours)	11,870	200%
Average % Viewed (YTD totals)	57.6%	+21.80%
TikTok	**Total**	**% to Goal**
Followers	21,322	75%
Engagement	32,341	53%
Pinterest	**Total**	**% to Goal**
Impressions	204,460	--
Engagement	11,080	--
Engaged Audience	6,959	--
X	**Total**	**% to Goal**
Followers	43,254	--

Current Year Strategy / Direction

- Continue to refine our paid strategies by updating our approach to how we market to age groups, interest groups, and locality.
- Continue to refine our approach to video by adjusting both our content, format and channel placement.
- Continue to re-evaluate existing and emerging platforms for relevance and effectiveness to our marketing efforts.
- Further define platform-specific metrics for both organic and paid and determine a process for tracking over time.
- Create monthly reporting as part of our regular meetings that will both track and analyze the results of both paid and organic efforts.
- We are conducting a detailed analysis of our strategy on Pinterest and will renew our efforts on that channel.

Staff conducted a SWOT analysis of each social media channel to clearly define the audiences, strengths, weaknesses, opportunities and threats for each platform. That information is available in Appendix C.

Measurable Goals

Channel Name	Strategy	Goals
Aggregate Social Media Site Referral Goal	Paid & Organic	Site sessions: 518,735 (2% growth)
Facebook: Yosemite Nation	Paid	Followers: 170,000 (5% growth) Engagements: 1.5 million (no growth) Link Clicks: 710,000 (5% growth) Paid metrics to be added with new reporting
Facebook: YMCTB	Organic	None, due to limited and static audience
Instagram	Paid/Org.	Followers: 113,000 (5% growth) Engagements: 82,000 (no growth) Paid metrics to be added with new reporting
TikTok	Paid/Org.	Followers: 22,390 (5% growth) Engagements: 34,100 (5% growth) Paid metrics to be added with new reporting
YouTube	Paid/Org.	Subscribers: 4450 (20% growth) Average % Viewed: 36% (industry standard) Total Hours Viewed: 12,400 (5%) Paid metrics to be added with new reporting

Channel Name	Strategy	Goals
LinkedIn	Organic	None, due to lack of content; will review potential goals this year with new strategy and approach
Pinterest	Organic	Metrics to be determined with new strategy.
Twitter (X)	Organic	None as channel continues to be unsuccessful for DMOs and reporting numbers are unreliable.

Future Opportunities / Challenges

- Facebook remains our primary social media platform, as it is for many marketers. The platform is rapidly evolving, with increasing emphasis on "unconnected content," or posts from pages or creators that a user hasn't directly followed, but which Facebook promotes based on interests, engagement, and past behavior. We will closely monitor Meta's shift to this model and adjust our strategy for best results.
- Instagram continues to be a strong organic platform for us. We will look for ways to leverage this strength to improve our effectiveness on the platform.
- Look for a deeper understanding of how platform reporting metrics can be best leveraged to support our marketing goals.
- Monitor the social media industry for new trends or changes on existing platforms (i.e., evolving user demographics, changes to platform algorithms, etc.).
- We will watch for opportunities offered by emerging social media platforms.

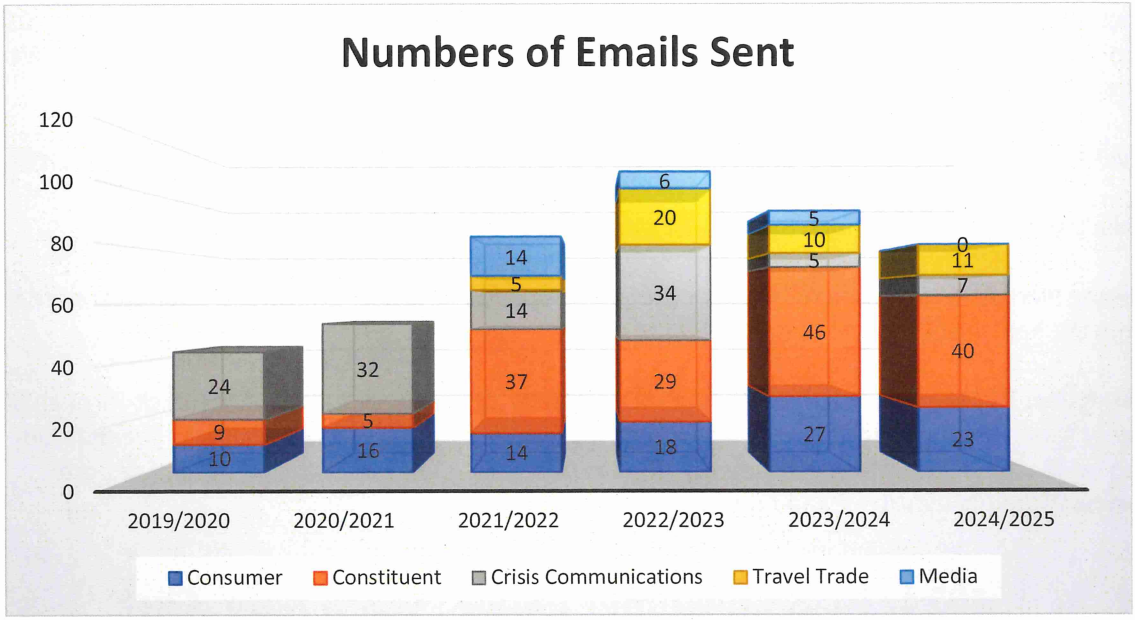
Email / eCRM

Prior Year Successes / Shortcomings

YMCTB utilizes Mailchimp as its Electronic Customer Relationship Management (eCRM) system. Mailchimp maintains the database ("audience" list) and tracks all email communication that is sent to our various email lists. The primary goal of email communications is to drive traffic to Yosemite.com.

Emails Sent: In 2024/2025 there were 81 emails sent. This is a drop from prior years due to the fewer number of crisis communications sent. (93 in 2023/24)

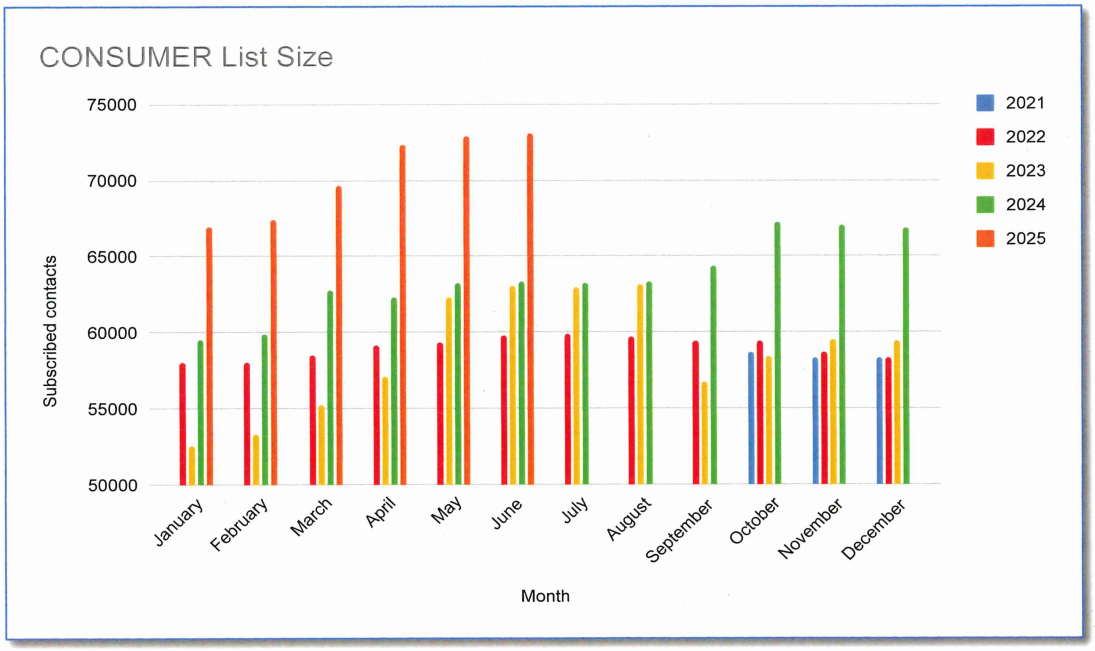
- Consumers– we sent out a total of 23 emails to consumers.
- Constituents – 47 emails were sent out to lodging and other businesses, including 5 emails regarding board meetings, 5 AirDNA reporting emails, and 7 crisis communications regarding fires and potential government shutdowns.
- Travel Trade – there were 11 emails sent during the year, including specific updates on critical information for international travelers.



Audiences:

There are five audiences that are tracked within our service provider Mailchimp. Due to the increases in the number of subscribers, in spring 2025 we have had to increase our Mailchimp account to a higher level (75,000 to 100,000).

Consumer List: As of June 30, 2025, the consumer list had 73,080 subscribers, an increase of 15.5% over last year at the same time. Much of the growth of the list is due to our Meta lead generation. It is important to note that we have not completed a re-engagement campaign yet this year.



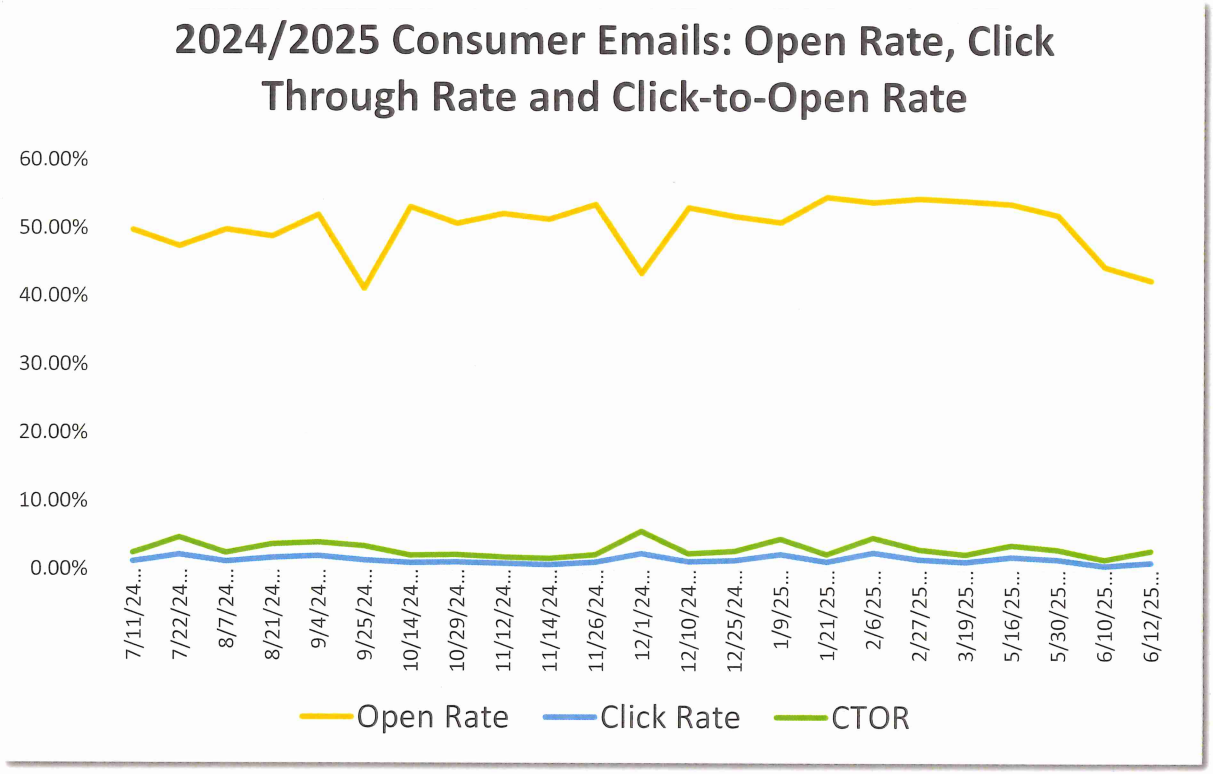
Constituent List: As of June 30, 2025, the constituent (local lodging and other businesses) list had 993 recipients, an increase of 49.5% over prior year. We have been more consistent in adding constituent contact information as we are now receiving regular updates from the County.

Travel Trade List: As of June 30, 2025, the travel trade list has 1,458 subscribers, a 102% increase YoY.

Media List: As of June 30, 2025, the media list has 205 subscribers, a 15% increase YoY.

Meeting Planners: We have a placeholder list for this type of subscriber and intend to populate this list within the next year.

Open Rates: This chart for 2024/2025 shows the Open Rates for emails as well as the Click Through Rate (rate of clicks for all emails sent) and the Click-to-Open Rate (rate of clicks for all emails opened). Our open rates are consistently above industry standard of 15.7% and average click through rates are consistently at the industry standard of 1.6%



Content: We continue to see the popularity of Special Offers increase our click through rates. We now include the link to special offers in all consumer emails.

We now send a variety of different email types to our four lists:

- Consumers – newsletters and e-postcards
- Constituents – newsletters, e-postcards, crisis communications, and post-Board meeting updates
- Travel Trade (discussed in that section of the marketing plan) – newsletters and e-postcards

- Media (discussed in that section of the marketing plan) – newsletters and releases

Current Year Strategy / Direction

The overall goal for email and eCRM is to increase the efficacy of all emails through best practices and tactics identified in collaboration with the email marketing consultant. We will also level up our marketing messaging and process. Our budget for this year is $43,925, an increase of $25,000, mostly due to the addition of the email consultant.

- We will continue to highlight lodging stories as a part of our consumer communications. All consumer communications will therefore include some aspect of lodging and links to special offers.
- Consumer email content will be developed during the quarterly content meetings led by the Director of Communications and Content.
- We will do a deep dive into our email strategy to align with best practices and clear messaging.
- We will continue to utilize Beefree to create engaging and attractive emails.
- We will fully implement new email templates as part of our brand creative refresh. We have been redesigning the emails with the help of our consultant and will continue to refine the functionality and aesthetics of the emails.
- We will prioritize engagement and re-engagement for consumer email communications. We will continue our annual re-engagement campaigns to ensure that those who do not open our emails still wish to receive them. The re-engagement campaigns will allow us to archive email addresses that are no longer engaged.
- We will continue to do A/B testing of our subject lines and other elements as well as monitor day of week and time of day results.
- We will also continue to use the merge function in Mailchimp to allow personalized emails ("Dear Martha,") a tool that is known to increase open rates and the amount of mail going to inboxes as opposed to junk mail.
- We will continue to incorporate the leads we receive from National Park Trips, Visit California and Meta lead generation campaigns for fall and spring.
- We will weed out non-responders in both the media and travel trade lists.

Measurable Goals:

All goals, except for the crisis management emails (due to the immediate nature of these communications), will be undertaken with the help of our email marketing consultant.

<u>Consumers:</u>

- Fully implement the design elements in the template provided by Noble Studios for our email marketing
- Distribute at least 24 full consumer email newsletters or short "postcard" emails annually; the goal is to send out consumer communications twice a month
- A/B testing of subject lines at minimum and other elements as determined for increased open rates
- Utilize personalized emails for increased open rates / lessen spam filtration
- Increase open and click-through rates to meet or exceed industry standards as determined by our eCRM system

- Maintain or improve our CTR in relationship to our past year's success
- Continue to grow our subscribers through website sign-ups and referral leads
- Complete Meta Lead generation campaign for fall
- Complete Meta Lead generation campaign for spring
- Perform a re-engagement campaign annually to weed out non-responders
- Continue a drip campaign strategy with new subscribers and first-timers to Yosemite
- Monitor unsubscribes on a monthly basis
- Monitor percentages of unsubscribes based on segment
- Monitor percentages of open rate and especially click through rate based on segment

Constituents

- Distribute five constituent emails annually that provide post-Board meeting information, including the marketing report
- Send scheduled economic and tourism updates
- Distribute monthly constituent emails to provide AirDNA reporting
- Send crisis communications emails as needed, working with the emergency services providers to improve communications with lodging partners for the benefit of visitors
- Perform annual re-engagement work to weed out non-responders
- Add new contacts from the County lodging business list
- Increase communication with the leadership of lodging organizations to ask who else should receive our emails

Future Opportunities / Challenges

There are several potential challenges going into the future. The California Privacy Act was put into effect as of January 1, 2020, and has already seen amendments to further define how the law will be applied. Similarly, the European Union's General Data Protection Regulation (GDPR) protects the personal data of EU citizens and has the potential to be modified or expanded, in the future. Budget issues could also be potential challenges either because of an unexpected growth in email traffic would raise the management fees or YMCTB has less funds to be spent on developing content.

CONSTITUENT PROGRAMS

Co-Ops

Co-op marketing programs have been requested by our board as part of our services to provide lower-cost options for lodging partners unable to participate in larger media outlets. Providing co-op opportunities are time consuming. YMCTB works with Noble Studios to select options for fall, winter and spring; pays at least 30% of each ad's costs; collaborates with the partners for content; and oversees the production of a print ad, email or digital native ad.

Prior Year Successes / Shortcomings

Our co-op program in 2024/2025 continued to show strong interest from our partners, including participation from a vacation rental owner. Our co-op reimbursements were lower than the prior year, however. The total combined reimbursements for both print and digital media totaled $50,870 a drop of 38% from $82,712 in 2023/2024. The decrease is due to the lower participation of some of our major lodging partners and YMCTB did not proceed with co-ops with only one partner participating.

Current Year Strategy / Direction

The overall goal for co-ops is to provide effective advertising opportunities to our lodging partners while streamlining the time-consuming process for the partners, YMCTB staff and the Noble Studios team. Our budget for co-op revenues is $60,000, which is down from $70,000 in 2024/2025 and up from our actuals of $50,870.

- Much of our strategy will continue to rely on our co-op partners; if there is interest and budget, we will work with them to place ads of common interest.
- We will continue to seek new opportunities. We expect to continue to have a mix of digital opportunities added to the traditional print options.
- As we did in 2024/2025, we will not be implementing all co-ops offered. Instead, we will have to have a minimum number of partners before we can proceed with any co-ops. This will require additional coordination on the part of the YMCTB staff, but it will also allow for a more targeted strategy that is important to the co-op partners.
- We will continue to meet with the Marketing Committee to get their feedback and guidance for moving forward.

Dates to release co-ops:

- Winter – Send by August 15 / Response by September 10
- Spring – Send by October 15 / Response by November 10
- Fall – Send by May 15 / Response by June 10

Coordination for the co-ops will rely on the CEO/Executive Director, Director of Marketing & Creative and the Operations Manager. The Operations Manager will oversee the release of the co-ops, maintenance of the website information, track responses from the partners, gather assets from the partners and invoice the partners when the season's co-ops have been submitted to the media outlets. Noble Studios will work with the Director of Marketing & Creative to do all media buying research and

placement, oversee production of the ads and coordinate submission of the ads. The Executive Director / CEO will oversee the process and assist with sales.

Measurable Goals

- Work with Noble Studios to continue to seek new opportunities for print and digital media.
- Create three sets of YMCTB co-op opportunities in print media. The success of the program will depend on the willingness of our co-op partners.
- Present co-ops on time to our lodging partners.
- Ensure that the co-ops are available for all constituents on the website.
- Use a revised process for gathering assets and getting approvals from co-op partners.
- Meet all deadlines for placements.

Future Opportunities / Challenges

We foresee that the challenge with print co-ops will continue as determining attribution and ROI for print media is nearly impossible. While digital is more able to provide clear data about their efficacy, not all digital options can be easily made into a co-op (such as digital display ads).

We are also dependent on the advertising budgets of our partners. If economic factors depress the travel industry, we could see a significant decrease in the amount of discretionary marketing budgets for all concerned. Costs for print advertising in general will likely continue to rise, potentially making the costs out of range for many of our partners.

Special Offers

Prior Year Successes / Shortcomings

Special offers remain the best nonpaid tool for properties to promote themselves. With less competition than the directory pages, properties have a higher likelihood of obtaining a referral and potential booking. In 2024/2025 the special offers page garnered over 253,000 visitors.

Due to Google Analytics changes, we are no longer able to track how visitors navigate to a special offer, whether that be via the special offers page or through the lodging directory. We are however able to track how many visitors view the special offers page and interact with an offer through the "redeem offer" button. Communicating to partners that the goal for running a special offer is the increase in referrals overall will be our focus this fiscal year. Even if an offer does not have a high referral count, the act of running an offer to be placed on the special offers page gives a property more visibility than they would have otherwise. This is why there is a drastic difference in visitation and referrals to properties running a special offer versus those who do not. Stressing this to partners has been instrumental in keeping our special offers above 20 for much of the year.

Current Year Strategy / Direction

Our strategy for the current year remains similar to the previous year in continuing to impress upon constituents the importance of keeping a special offer running. Visitors to the website are looking for the best deal they can get. Particularly in this time of high inflation, the special offers page could see

even more visitation by those wanting to save where they can during their Yosemite travels. We are also putting a significant amount of spend behind the program, promoting it in our advertising efforts.

Measurable Goals

- Report to constituents at the midway point and end how their special offer is performing
- Utilize Looker (GA4) to better understand the kinds of offers visitors gravitate to and communicate to co-op partners
- Maintain 20 offers or above throughout the year
- Include information in constituent emails about special offer availability

Future Opportunities / Challenges

Having lost the ability to report traffic patterns of visitors to Yosemite.com special offers, we must put more emphasis on the visibility aspect of special offers. The visitation to a stakeholder page who has a special offer running versus one that does not, proves a good way to convince partners to participate. However, we have seen more of a reluctance on the part of partners to renew expiring offers since we can no longer show that a visitor arrived on their listing via the special offers page. For now, the comparison of properties has helped to assuage concerns, but partners are still reluctant given the data is less than what they had received in the past.

Yosemite.com Sales

Background

In 2011 the Yosemite.com URL was leased to YMCTB from MCAG (Merced County Association of Governments) for $12,000 per year. At that time, it was not the main website for YMCTB and was obtained to be used as a revenue generator for YMCTB. The Board of Directors voted to create Yosemite.com LLC and have the accounting separate from YMCTB. In 2016 the websites Yosemiteexperience.com and Yosemite.com were merged as one website Yosemite.com. To date the accounting is separate. All the revenue generated has been used to maintain the URL annual fee, accounting, and LLC fee. Yosemite.com LLC was also created as a calendar year as opposed to a fiscal year.

Prior Year Successes / Shortcomings

Yosemite.com advertising during the past year improved over prior year from $21,300 in 2023/2024 to $21,450 in 2024/2025. The past years lodging partners included: Tenaya at Yosemite, Yosemite Resorts, The Redwoods in Yosemite, Blackberry Inn, Wild Haven Yosemite, Yosemite Hospitality, Autocamp Yosemite, Little Valley Inn, Yosemite Gateway Horse Ranch “Getaway” Cottage, The Gathering Place, Moonstone Retreat, Mariposa Grove Creekside Retreat, Winter Wonderland, and Yosemite Cabin.

The things to do Banner has been a successful program thus far. It has garnered much attention from the activity-based businesses in the county. Participating partners in 2024/2025 included: Splash n Dash Aqua Park, Yosemite E-biking, and Sky Dive Yosemite.

Current Year Direction / Strategy

The park service has once again implemented reservations for this year which has had some adverse effects on many lodging properties outside the park. In addition, inflation and the cost of living has increased year over year and has caused many to hold off on their travel plans resulting in less stays for lodging partners. Some ways in which we are helping with that, are:

- Maintain current advertising pricing outside of Things to Do banner being raised to $900 as was planned after the initial pilot year.
- Provide reporting to current advertisers prior to renewal date, to show the value of continued advertising. Changes to how we collect data has caused a need to change how we report.

Below is a current list of advertising offers and potential revenues for Yosemite.com sales for 2025/2026

Current List of Offers (Annual)

Home Page Banner Ad - $1,800.00
Things To Do Banner Ad - $900.00
Spotlight Listing / Lodging - $900.00
Featured Listing / Lodging - $600.00
Spotlight Listing / Dining - $900.00
Featured Listing / Dining - $600.00

The current optimal number of advertisers on the site would be six advertisers per section. This would total $34,200 in potential sales for the year. Adding more offers would increase revenue.

Obstacles or Challenges

As mentioned above, worldwide inflation has caused some hesitancy in spending. In addition to political and regional concerns U.S. tourism is experiencing a decline. While the decrease in bookings might give pause to partners choosing to advertise, showing the value of the services offered and staying on top of multiple timelines is an important way to ease some of the concerns. As always, we will strive to pay a great deal of attention to the needs of each lodging partner.

Measurable Goals

- Maintain ad sales revenue for Yosemite.com above 2024/2025 levels ($21,450)
- Maintain current advertising pricing
- Grow participation in "Things To Do" banner program
- Provide return advertisers with in-depth reporting through analytics twice a cycle (halfway and prior to end)
- Work one on one with current and prospective advertisers on ways to enhance their listings through updated copy and images
- When speaking to constituents, offer comparisons of like properties who advertise against their own to encourage advertising (without revealing confidential information)
- Include information in constituent emails about special offers, co-ops, banner and premium lodging listings
- Increase the number of featured spots on the Cabin section
- Include the Banner advertisements on other landing pages

Future Opportunities / Challenges:

The advertising return on investment for our partners is always a concern. As the number of advertisers has increased, we have needed to cap the number of advertisers in each section. In addition, our current marketing tactics are directing people away from the home page to the specific pages they are interested in. We therefore have the opportunity to include the Banners on other landing pages and thus increase the amount of allowed participants in the banner ad program.

Business Pages

Yosemite.com is one of the strongest tools YMCTB uses to promote the Mariposa County region and our stakeholders. Ensuring that users have the best experience possible when visiting the website is vital. This includes ensuring our Business Pages are up to date and as presentable as possible.

Prior Year Successes / Shortcomings

We completed a comprehensive list of all the properties in the county that hold TOT certificates and therefore are eligible for a place on Yosemite.com. This list is updated with new properties each year by comparing the TOT list changes.

We also were able to provide the Tax Assessor's office with flyers that describe what YMCTB and Yosemite.com do for stakeholders. These are sent out along with TOT certification for property owners to contact YMCTB to get their listings established.

Measurable Goals

- Work with low performance properties to improve their stakeholder page.
- Update list of Yosemite.com properties from County TOT list at the beginning of the year with new or removed properties.
- Ask for a Book>Direct audit twice per fiscal year to ensure Yosemite.com properties are on Book>Direct with working links.
- Review the about us section yearly to ensure a streamlined experience and correct information.

Future Opportunities / Challenges

The new layout for business pages that comes with the update of Yosemite.com has the benefit of better showcasing photography. The photos work well when there is a more in-depth description of a property and its amenities. However, this change has also meant that properties who were not up to par on the previous version of the website, stand out even more for the wrong reasons on this new iteration.

In the past, it has always been a challenge to get stakeholders to provide good quality photos. That remains true. We have utilized new tools like Topaz AI to enhance poor quality photos and increase the quality of our stakeholder pages. Stakeholder pages with broken links whose operators do not respond have had to be removed from public view. However, we will continue to reach out, with our goal being to ensure that properties do not get left behind due to lack of engagement.

TRAVEL TRADE & SALES

International Travel Trade

With most 2025 and 2026 calendar economic, domestic, and international forecasts coming during the height of the imposed tariffs in April 2025, as we prepare this 2025/2026 fiscal outlook in May 2025, the economic uncertainty, fueled by tariffs and federal policy changes, has impacted projections, going up and down in just 30 days. Overall, the outlook is to be down 9% in 2026 over 2025 and remain down 18% from pre-pandemic visitation.

**Adding a post-IPW update to this now in June, the look forward and impacts to international travel, the majority of European travel companies have stated that US politics are having a negative impact on travel to the US, with 10% to 25% reductions to the USA out of an objection to US policies on immigration and other topics fueling "significant" negative press.

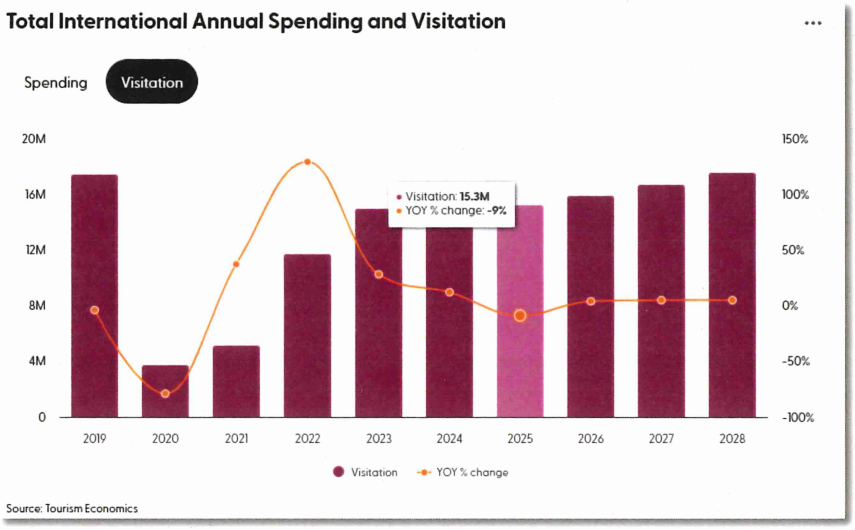
Our conclusion for the coming year(s) is that the FOMO, or fear of missing out, has changed to FOBJ, the fear of being judged for visiting the US. Fear of being judged on their social media accounts or by friends to whom they want to brag about their vacation. Considering the presidential rhetoric on Canada and Greenland becoming part of the US, immigration, international and domestic policy, DOGE... the list goes on. We will work hard to help balance the negative press, balance the media narrative, and spread the word that California – and Yosemite Mariposa County – want to welcome visitors.

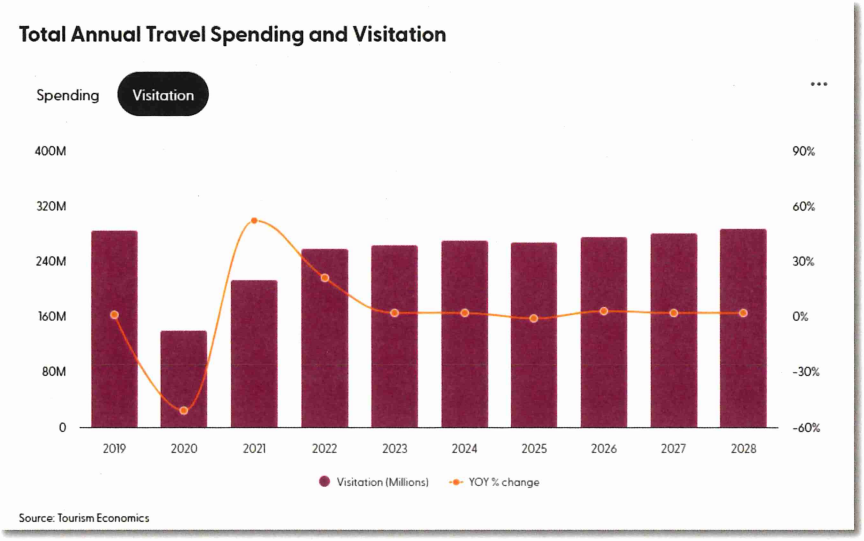
Before the imposed tariffs, the USA's international inbound travel forecast presented in March by Visit California was projected to be down <-7%>, remaining 18% lower than the 2019 pre-pandemic levels. The imposed tariffs justifiably increased skepticism of the international inbound visitation outlook to <-9.2%>.

The USA seeing prolonged lower international traffic. A primary reason is the high value of the US Dollar and historically low exchange rates for our primary inbound international markets, cooling international travel demand for the USA. The lower exchange rate is exacerbated by the USA's higher costs of restaurants, car rentals, and lodging, fueled by the USA's own higher inflation.

For the reasons stated above, Domestic and California in-state travel to California is projected to increase slightly, by 1.7%. However, YMCTB believes this forecast is optimistic and will be flat year-over-year. For the same reasons that international travel is down coming to the USA, domestic travel overseas we expect will increase as Americans take advantage of historically low costs to travel to Asia, Europe, and Australia.

Current Year and Coming Year Forecasts:





Very late in the season for summer 2025, Yosemite National Park announced another year of the temporary pilot vehicle reservation system. This new "pilot" vehicle reservation program is less impactful than the prior years' vehicle reservation systems. This is an overview:

- Required for drive-in or drive-through between 6am-2pm May 24-46, June 15 – August 15, August 30 – September 1.
- No reservations required May 27-June 14 or August 16-29

YMCTB's Position on the reservation systems is as follows:
"While the YMCTB board does not support a highly restrictive reservation system, it is not opposed to having a reservation system in place."

YMCTB is not publicly advocating against a reservation system. Rather, it is advocating with the Department of the Interior, YNP staff, and our constituents that if a reservation system must be implemented, it should be as minimally impactful on visitation as required to protect the park's natural resources.

YMCTB's actions to communicate the reservation system and reduce cancellations of lodging, and to ease concerns about coming to Yosemite include:

- Outreach and Messaging
- Dedicated landing page on Yosemite.com
- Outreach campaign including email communications to trade partners, constituents, and consumers.

Our 2025/2026 key international markets:

YMCTB has renewed contracts with our four long-term international GSRs, or Global Sales Representatives. We are considering and budgeted to add France for a smaller trade and PR representation as a 2nd tier key inbound market. However, YMCTB has received limited French representation through the High Sierra Visitor Council (HSVC) and Hopscotch Press. However, YMCTB has not been satisfied with Hopscotch, so we sought other representation options. We discussed our concerns with the HSVC and they agree that the group should contract a stronger partner. HSVC ended the Hopscotch's contract and engaged Blossom, the company YMCTB has been negotiating with, as a result of this preferred change in representation, YMCTB will shift the $30,000 budgeted for France to other international trade options.

These contracted firms represent the United Kingdom, Australia, Germany, and Nordic/Scandinavia. Our contracted GSR partners represent Yosemite Mariposa County for travel trade relationships, sales, travel agency and agent training, and many more functions. Both the United Kingdom and German firms represent YMCTB with added Public Relations representation.

As mentioned above, for 2025/2026, YMCTB has budgeted to add France as a new country for GSR representation. Historically, France has been a strong market for Yosemite and the mountain regions, such as Sierra Nevada of California. The French are more apt to self-plan and book travel rather than use a travel company, so the outreach in France will be primarily media and editorial focused, but include travel trade.

India is a strong and emerging market for California and the Yosemite Region, so India is also being considered for long-term representation. In 2025/2026, India is one of the few inbound travel markets expected to increase to the USA. That growth could be negatively impacted if travel visas and student travel visas are reduced. So, YMCTB will monitor, engage, and eventually increase our sales and marketing efforts in India. If YMCTB does not engage Blossom for France, we'll consider sending the new Tourism Development Director on a Brand USA or Visit California trade mission this fiscal year.

Prior Year Successes / Shortcomings

- We were accepted and exhibited at Brand USA Travel Week in London after being turned down in 2023/2024. We were required to share a booth space with Visit Madera County. We have also been accepted into the 2025 Brand USA Travel Week, where we will have our independent booth.

- We attended the Brand USA and VUSA Trade events in Sydney, Brisbane, and Melbourne, Australia, including IMM in Sydney. Historically, Australia has been our number two largest inbound tourism market behind the UK. Australia has not returned to pre-pandemic visitation levels, primarily due to limitations on airline seats; however, the Australian market is coming back quickly in 2024 and 2025 and will continue to rebuild into 2026.

- Overall international visitation has failed to return to pre-pandemic levels, despite the optimistic forecasts by Brand USA and leading economists. Poor exchange rates against the US Dollar, inflation in the US and abroad, and now the political challenges all point to a longer, drawn-out recovery of inbound visitation to the USA.

- YMCTB once again attended IPW in Chicago, conducting 84 trade appointments as well as 25 international media appointments.

Coming Year

We have created the new role of Tourism Development Director to take on significant areas of international travel trade covered by the executive director and previously by the operations manager. This new role will be responsible for much of our travel trade management, oversight of our international GSR contracted partners in the areas of trade, domestic trade, receptive operator relationships, and areas of meeting and convention sales. The Director of Communications will continue to manage the GSR PR/Media contracted services.

We will retain our historic GSR contracts for the UK, Germany, Australia, and Scandinavia. We have renewed PR contracts as part of our UK and German agreements.

Memberships include Visit the USA or VUSA in the Nordics, Belgium, the UK, and Australia. We have industry memberships with IITA or the International Inbound Tour Association and One West Alliance, in addition to PR memberships that include TravMedia or IMM attendance and PRASA.

The United Kingdom remains our number one inbound market, with California visitation, hovering at about 90% of pre-pandemic levels. The recovery to 100% of 2019 visitation, for the UK or other key markets is forecasted at a year away. However, YMCTB feels overall international forecasts are too optimistic based on current events and worldwide inflation and low exchange rates and are currently 18% below 2019.

Germany remains ranked in a solid second spot for inbound visitation to our region behind the UK. Germans love California and Yosemite. Many Germans have visited four or more times and plan to return again and again. Unfortunately, the political situation and messaging from Washington, DC have soured many Germans' immediate plans to visit the USA. Our opportunity to hold on to this market is to create messaging that complements the “All dreams (people) welcome” messaging that Visit California is promoting. Hoping international visitors view California as a slightly separated region of the US from the messaging and rhetoric coming from Washington, DC.

Australia and Scandinavia are our 3rd and 4th strongest inbound markets. Scandinavia has been the most consistent in the number of travelers to California per population. Although the overall number of trips is not equal to the UK, per-person trips are higher per capita. As mentioned above, Australia has seen a slow recovery, tempered by a slow but steady return of airline lift, led by United Airlines.

YMCTB will visit and conduct sales calls in the Benelux region in the Fall of 2025 before our participation in the Brand USA Sales Week in London. The Belgian market, like Scandinavia, is small; however, the number of vacationers coming to California from the Benelux region per capita is high.

Current Year Strategy / Direction

- Hire a new Tourism Development Director. The Executive Director will travel and work with the new hire to transition relationships and make strong, professional handoffs to our key trade partners.
- Increase sales trips and build support locally for in-market FAM trips. The Executive Director will support FAM trips during trade and international travel periods for the Tourism Development Director.
- Continue participating in co-op marketing with travel partners in key markets with proven historical production. MSI Germany has been our most successful paid media partner. Black Diamond UK is our most successful co-op partner for in-market events: receptions, meal-based promotions, and training. Opportunities to improve partner programs exist, including Gate7 in Australia and Atlantic Link in Scandinavia. Atlantic Link does hold its VUSA Denmark events we participate biennially. For Australia, YMCTB will also plan to be in the market biennially.
- Hold productive monthly and quarterly meetings with our four GSR in-market representation firms to ensure that YMCTB receives the maximum coverage and work from these partners.

Travel & Trade Shows

YMCTB worked hard to be included in major Brand USA—Travel Week trade sales events. Prior to attending Travel Week, YMCTB was approved for a Nordic Trade Mission, followed by an unaccompanied sales trip to attend events with VUSA Belgium and Joker in the Benelux region. These combined events will make the overall long-haul trip more effective by combining three separate trade efforts in one long-haul travel trip.

IPW will be in Florida this coming year after being held in Chicago in 2025. This is our largest, most expensive, and most effective trade, sales, and PR event to participate in. After reviewing IPW in Chicago, we felt that having two appointment books vs. three books working in prior years was most effective. The appointments were of better quality, with fewer reverse sales appointments coming from technology and marketing companies. The plan for 2026 would be attended by just three staff. Executive Director, Tourism Development Director, and Communications Director for the Sunday Monday PR events, departing on Tuesday, or possibly attending and continuing appointments throughout the entire conference

We will participate in GoWest in 2026. This trade show is somewhat redundant with IPW. The difference is that GoWest is focused more on Western USA receptive operators. Currently, YMCTB plans to participate in GoWest biennially. If the number of receptive operator appointments is reduced at IPW, due to a reduction in the overall number of appointments taken, attending GoWest annually may become more critical.

In Spring, YMCTB may attend the VUSA Trade event in Scandinavia. FDM, the region's largest trade and travel agency, has canceled its significant consumer event. This cancellation reduces the overall value of the trip, so we will work with Atlantic Link to add value or consider a new option for this planned trip, including Swansons as a potential partner or a pre- or post-trade sales mission conducted by Atlantic Link staff with other Northern California partners.

Overall, international travel can be expensive and time-consuming. However, with 20% to 25% of the Yosemite region's visitation coming from international travel, YMCTB must lead in international markets through direct sales, marketing, and developing trade partnerships. It has been impossible for our small staff to "cover the world." Hence, adding the new Tourism Development Director role will expand our ability to hold our regional position as the leader in international travel expertise and lodging bookings.

Obstacles & Challenges

- Yosemite National Park vehicle reservation systems
- The US political dialogue has "turned off" much of Europe and Asia
- Canadians won't come to the US for the foreseeable future
- California has become an expensive destination for restaurants, "wheel" rentals, and lodging
- Poor exchange rates and a strong dollar - this is slowly shifting
- Limited airline capacity from Australia
- Historic staff limitations, for international and domestic travel sales time and bandwidth

Measurable Goals

- Conduct consequential FAM trips with our GSRs and through trade meetings and events.
- New efforts: Make meaningful impacts on the five top travel company websites and itineraries in our four key markets. Work with your GSRs to audit websites and provide copywriting and image improvements. Track these target companies' brochures with hotels offered in packages and move or share shift listings to Mariposa County hotels from competitive regional neighbors. Track annually.
- Make the same "new effort" in two emerging markets, i.e., India, France, or other countries such as Mexico.
- Attend the GoWest receptive operator conference in Las Vegas
- Attend Travel Week in London, combined with the Brand USA Nordic Sales mission. If possible, include Benelux.
- Attend IPW with two trade appointment schedules and one media book
- Send six bi-monthly email communications to the Travel & Trade database on key areas of selling importance
- Send crisis communications to Travel Trade email databases to help reduce cancellations
- Retain media retainers for MSI Germany and Black Diamond UK
- Maintain display and digital media programs in Germany, the UK, and Australia
- Communicate directly with the properties about relevant travel trade information
- Sending inbound contract requests or tour series leads from receptive and wholesale operators to key properties willing to work internationally. Track in AirTable.
- Create a separate short impact plan for India or China. Schedule or plan an Asian sales trip with Brand USA or Visit California.

Future Opportunities / Challenges

USA Politics is impacting inbound US travel. We must work to position Yosemite Mariposa County in a similar fashion as Visit California in that "All dreams are welcome," and all people are welcome. Decisions being made in Washington, DC, including the 80% defunding of Brand USA will have a negative impact on our economy.

The world is focused and concerned about Russia/Ukraine and Israel/Gaza. These wars still impact world travel. Personal safety is another concern. Although there were concerns about political pushback on the administrative change in Washington, DC and President Trump, the tourism sector did not anticipate the level of impact that would occur. We don't need to recap the areas that have dominated the news here.

Negative media coverage has hurt the local economy, too. We've seen local impacts and reduced visitation from sensational media coverage about Yosemite, possible staff and budget cuts impacting visitor perception, and reducing confidence in the quality of a Yosemite region holiday. Unfortunately, the media is about 50% factually correct in most stories. Still, there is an absolute impact on reduced visitation. Our challenge in 2025/2026 is the same as every year. We're good storytellers. We love our region. We'll speak the truth, tell stories of the beauty and unique culture that make Yosemite & Mariposa County a special place… We will personally invite visitors from around the world to visit us!

Annual international trips to California (thousands)

	2019	2020	2021	2022	2023	2024	Prelim Forecast >> 2025	2026	2027	2028	2029
Total	17,457	3,744	5,141	11,756	14,994	16,790	15,252	15,906	16,741	17,569	18,459
China	1,032	147	71	154	492	743	690	746	803	872	963
India	420	90	83	323	480	569	587	608	631	659	686
Japan	559	104	30	129	344	402	417	439	475	517	559
South Korea	485	94	55	219	392	451	435	465	504	538	571
Australia	598	86	21	253	411	447	446	475	521	569	609
United Kingdom	753	121	85	588	629	637	609	619	661	686	729
Germany	449	59	41	351	421	443	405	411	430	447	466
France	458	63	50	356	412	428	396	420	446	475	502
Italy	204	20	21	148	175	196	189	194	200	209	217
Nordics	243	46	22	181	139	145	137	150	166	181	196
Brazil	193	35	19	107	130	160	162	166	174	181	189
Middle East	93	9	43	69	71	73	73	76	80	84	89
Canada	1,732	401	310	1,302	1,769	1,736	1,399	1,477	1,574	1,664	1,744
Mexico	7,677	2,008	3,719	6,000	6,944	7,936	7,007	7,292	7,626	7,919	8,241
Land	7,138	1,756	3,083	5,535	6,388	7,309	6,468	6,716	7,016	7,286	7,573
Air	539	252	636	465	556	627	540	576	610	634	668
Rest of World	2,562	461	571	1,577	2,186	2,424	2,299	2,369	2,460	2,566	2,698
Business	3,614	827	627	1,716	2,463	3,526	3,171	3,274	3,463	3,598	3,788
Leisure	13,844	2,916	4,514	10,040	12,531	13,264	12,081	12,632	13,278	13,971	14,671

Source: Tourism Economics, ITTO, STF, OAG (air travel), BTS

Annual international trips to California (% change)

	2020	2021	2022	2023	Prelim Forecast >> 2024	2025	2026	2027	2028	2029
Total	-78.6%	37.3%	128.7%	27.5%	12.0%	-9.2%	4.3%	5.2%	4.9%	5.1%
China	-85.8%	-51.7%	116.9%	219.5%	50.9%	-7.0%	8.0%	7.7%	8.6%	10.4%
India	-78.6%	-7.8%	289.2%	48.6%	18.5%	3.2%	3.6%	3.8%	4.5%	4.0%
Japan	-81.4%	-71.2%	330.0%	166.7%	16.9%	3.5%	5.3%	8.3%	8.9%	8.2%
South Korea	-80.6%	-41.5%	298.2%	79.0%	15.1%	-3.6%	6.9%	8.3%	6.7%	6.2%
Australia	-85.6%	-75.6%	1104.8%	62.5%	8.7%	-0.2%	6.5%	9.7%	9.3%	7.1%
United Kingdom	-83.9%	-29.8%	591.8%	7.0%	1.3%	-4.4%	1.6%	6.1%	5.4%	6.2%
Germany	-86.9%	-30.5%	756.1%	19.9%	5.3%	-8.7%	1.5%	4.5%	4.0%	4.2%
France	-86.2%	-20.6%	612.0%	15.7%	3.8%	-7.5%	6.2%	6.3%	6.5%	5.7%
Italy	-90.2%	5.0%	604.8%	18.2%	12.1%	-3.7%	2.4%	3.4%	4.3%	3.7%
Nordics	-81.1%	-52.2%	722.7%	-23.2%	4.0%	-5.1%	9.3%	10.9%	8.9%	8.3%
Brazil	-81.9%	-45.7%	463.2%	21.5%	23.0%	1.6%	2.4%	4.4%	4.2%	4.5%
Middle East	-90.3%	377.8%	60.6%	2.9%	2.1%	1.1%	3.9%	5.4%	5.2%	5.2%
Canada	-76.9%	-22.6%	319.6%	35.9%	-1.8%	-19.4%	5.6%	6.6%	5.7%	4.8%
Mexico	-73.8%	85.2%	61.3%	15.7%	14.3%	-11.7%	4.1%	4.6%	3.8%	4.1%
Land	-75.4%	75.6%	79.5%	15.4%	14.4%	-11.5%	3.8%	4.5%	3.8%	4.0%
Air	-53.2%	152.4%	-26.9%	19.6%	12.8%	-13.9%	6.8%	5.9%	3.8%	5.4%
Rest of World	-82.0%	23.9%	176.2%	38.6%	10.9%	-5.1%	3.0%	3.9%	4.3%	5.1%
Business	-77.1%	-24.2%	173.7%	43.5%	43.1%	-10.1%	3.2%	5.8%	3.9%	5.3%
Leisure	-78.9%	54.8%	122.4%	24.8%	5.8%	-8.9%	4.6%	5.1%	5.2%	5.0%

Consumer Trade Shows / Festivals

Prior Year Successes / Shortcomings

In 2024/2025 the planned attendance at Artichoke festival conflicted with the dates for IPW and the team was unable to attend. The team is actively looking for additional festivals to participate in earlier in the year to avoid a repeat of this.

YMCTB historically participated in two consumer travel shows per year. Due to low attendance, age of attendees and the costs of participation, the decision was made not to partake in these specific consumer shows in the future.

During the 2023/2024 fiscal year the staff attended the Artichoke festival in Monterey. The festival was well attended, and attendees expressed interest in the destination. The staff were able to give

information on the location and clear up misunderstandings about the reservation system. Overall, the festival proved to be a successful investment. The team will be looking to attend in 2025/2026 and add an additional event.

Measurable Goals

- Outline which trade shows/festivals throughout the year are worth attending and can be done reasonably by hourly staff.
- Attend a festival with new booth set up. (While YMCTB did attend a festival in the 23/24 FY using some of the booth visuals, we were unable to use the booth in its entirety due to placement in area with an overhang)

Future Opportunities / Challenges

With travel costs and inflation being a top concern for many, our stories and conversations must be convincing, it could be difficult to convince people to travel, and not to not just make a day trip out of visiting Yosemite, that the region is economical, accessible, and welcoming. To help assuage these concerns, we will convey the many deals currently on the special offers section of Yosemite.com. We will also mention the range of prices that can fit any budget, along with how traveling during the off season can help save.

Traditional Sales - Groups & Meetings

Year over year, YMCTB continues to provide accurate meeting information and resources to the meetings industry, meeting planners, and represents Mariposa County lodging to increase conference and traditional meetings use.

YMCTB will be hiring a new position, as an addition to the staff. The following marketing plan outline will provide more detail than usual to assist the new director in understanding the past and future history, as well as planning for the Yosemite Mariposa County meeting and conference segment.

The new Tourism Development Director will be responsible for managing international and domestic sales relationships, as well as overseeing an increase in meetings, conferences, referrals, and bookings.

Prior Year Successes / Shortcomings

This past year, we attended IMEX in Las Vegas, supporting Happy Goat Farm for the Meetings and Incentive Industry (MICE), in an effort to secure significant corporate events for this emerging non-profit special events venue. The takeaway from attending is that there is and continues to be substantial interest in the Yosemite region for all segments of meetings and conferences. Happy Goat received several requests for proposals (RFPs). YMCTB received two RFP requests, which were both sent to Tenaya for traditional meetings.

Visit California (VC) has launched its first paid meetings and conference sales and marketing effort. VC has hired a meetings director who is coordinating trade show events and a California meetings website with “California Meetings”. https://www.californiameetings.com/

Due to this new VC effort, YMCTB produced a new meetings sales video to be seen on this website and for use on our website https://www.yosemite.com/meeting-planners/

For the following reasons, the meetings industry focus by YMCTB has not recovered for Mariposa County, nor has YMCTB re-entered the group market paid media programs, nor worked to increase lead generation.

We continue our "on-hold" position, as Aramark/Yosemite Hospitality does not have the staff required to respond to an increased number of meeting RFP leads. Aramark has indicated that the organization desires to fill a long-vacant Director of Sales position, with the necessary staff and resources to increase bookings.

Why this is important: Most of the incoming meeting and conference RFP leads will always be sent by meeting planners to the park concession first, regardless of the marketing that created the original interest. Currently, there are not enough Aramark sales staff to respond to the RFPs or meeting leads.

Once YMCTB increases meetings-based marketing, Aramark must be willing and have adequate staff to refer non-bookable meeting leads to other hotels, preferably in Mariposa County.

Aramark's delay in hiring a new DOS is understandable, as The Ahwahnee hotel has been undergoing a seismic property-wide retrofit and capital restoration for the past four to five years, which has closed the central kitchen and taken the majority of premium meeting room space offline. Now that the hotel renovation is complete, Aramark can return these primary spaces to use for social and meeting/conference bookings.

Additionally, Curry Village has not been used for larger conferences and symposia since COVID-19 eliminated all large meetings due to health and safety concerns. Booking large meetings will require the DOS to organize the use of the main Curry Village pavilion to combine the use of NatureBridge and a larger sleeping room, producing conferences as has been done in the past.

The region's top meeting properties include Tenaya at Yosemite, Aramark/Yosemite Hospitality, and Autocamp, which is ideal for retreats and smaller meetings. Yosemite Resorts is substantially increasing its meeting and conference space and is in the process of developing teams and processes to provide the required services, including conference services, audiovisual services, and catering.

Yosemite Resorts has reopened its 8,000 square foot meeting venue at Cedar Lodge. Although the conference space has limitations, it's one of the largest meeting spaces in the region.

AutoCamp has added a regional group sales team. Regular meetings have been held with the director and regional sales manager. AutoCamp is successful in booking small executive-level meetings and retreats.

Tenaya at Yosemite continues to successfully work the group market with its dedicated group sales team. Tenaya's parent company, Delaware North, has hired two new regional directors to oversee meeting and conference sales across its US portfolio. Stephanie Grey will oversee the Western US, and YMCTB has had several meetings to consider various ways YMCTB can support this vital constituent. The Tenaya sales managers attend trade shows and events and participate in SIC/industry-focused segmented industry memberships. YMCTB has provided RFPs for CalTravel and several other association meetings and board meetings, which Tenaya has responded to.

Yosemite Hospitality – Aramark background is covered at the beginning of this plan. Their engagement is vital to the region's success. Because the National Park Service contract restricts meetings in Yosemite NP to the period from October through the end of March, meeting requests during restricted periods should ideally be referred to regional hotels.

In the past, YMCTB had offered financial support for traditional meetings and trade show attendance. The new Tourism Development Director will evaluate one or more trade shows YMCTB might attend, covering exhibitor fees, and invite constituent sales staff to collaborate with YMCTB staff.

Obstacles / Challenges & Opportunities

There is good news. Visit California's support for the meetings segment could create co-op opportunities for YMCTB to join at a reduced cost and increased marketing support.

The addition of the new Tourism Development Director will provide the bandwidth needed to engage in meeting planning outreach.

Yosemite Resorts is coming back and expanding its meeting focus, which will significantly increase meeting options and lodging choices in the mid-tier market.

Measurable Goals

- Increase international MICE referrals by working closely with our retained international offices
- Continue to provide meeting RFPs and referrals when received through Yosemite.com
- Revise and update the Yosemite.com meetings and events pages. Keep property sales information and meeting referral pages current
- Meet annually with top group properties to understand what their goals are
- Keep the frequently changing property staffing current for referral of incoming meeting
- Post four meeting-oriented posts on LinkedIn annually
- Produce four new meeting-oriented articles each year with support from the Director of Communications, followed by two articles annually
- Post the new meetings articles mixed into the consumer emails four times annually
- Consider an MPI or similar association membership if this will expand the destination's exposure

Future Opportunities

International and Domestic MICE (Meetings, Incentives, Conferences, and Exhibitions) continue to be a target for YMCTB. With continued post-COVID remote sales positions, companies need to stay connected with critical workers and build teamwork. Providing a meeting and conference location that feels like a reward, not just a meeting, is essential to retention and employee satisfaction. Also, MICE-related incentive meetings for top sales producers are vital for companies to provide these incentive meetings to top clients and buyers of company products.

The reservations system in Yosemite will continue to impact meetings negatively during the reservation periods, as vehicle reservations are required. Organizing conference tour options is a way to circumvent this restriction.

PUBLIC RELATIONS & MEDIA

Community Relations

Prior Year Successes / Shortcomings

As YMCTB enters the 2025/2026 fiscal year, our commitment to supporting the local economy and engaging with our business and lodging stakeholders remains a top priority. Ensuring that our local community understands the work YMCTB does to promote Mariposa County is central to our mission.

In 2023/2024, YMCTB launched its first formal local public relations strategy, focusing on raising awareness of its work through Facebook updates, participation in public events and regional organizations like YGP, regular presentations at Board of Supervisors meetings, and direct engagement with county leadership.

In the 2024/2025, additional progress was made with increased outreach and visibility, including:

- Hosted four in-person town halls and one virtual town hall.
- Staffed booths at local events, including the Coyote Festival and the Mariposa County Fair.
- Continued monthly updates at BoS meetings.
- Attended local merchant meetings and maintained a presence at YGP meetings.

Community engagement at events like the Coyote Festival and the Fair was especially positive. YMCTB gave out branded swag bags, which served as excellent conversation starters and drew community members to the booth. These interactions helped raise awareness of YMCTB's mission and services.

Challenges & Lessons Learned

Low attendance at town hall meetings highlighted the need for earlier planning and better promotion. Short notice and limited reminders likely impacted turnout.

Though attendance at the community town halls was low, those who did attend provided positive feedback and expressed appreciation for the information shared, noting it helped them better understand YMCTB's role and efforts.

Events like the County Fair posed challenges for deeper conversations due to the busy environment, but the use of branded giveaways helped initiate brief but valuable interactions.

Local Outreach & Communications Strategy

Social Media

YMCTB will continue to use and aim to further leverage its "Local" Facebook page to share stories that highlight our outreach efforts in trade, media, and community engagement. These updates help reinforce our presence and value within Mariposa County.

- To support this effort, staff are encouraged to capture and share photos of themselves attending events, meetings, or trade shows.
    - Photos and a brief description of the event shall be shared timely with the social media manager following each event.
    - Other topics of interest include, team highlights and what's new in the community
- On LinkedIn, we will adapt this strategy to reach a broader professional audience, including business and tourism stakeholders, while maintaining relevance to our local partners. Topics of interest include meeting spaces, YMCTB efforts, what's new, team highlights etc.

Public Events

YMCTB will continue to participate in select local events—such as CoyoteFest and The Mariposa County Fair—by staffing a branded booth. These events offer valuable opportunities to:

- Connect directly with community members and stakeholders to educate about YMCTB's mission
- Distribute educational branded collateral and promotional materials
- Share updates about YMCTB initiatives and invite feedback
- Clear, consistent messaging at these events will focus on how tourism supports the local economy, the role of YMCTB in promoting Mariposa County, and what we do

Town Halls

YMCTB will plan and promote a minimum of two town hall events, one in person and one virtual. These sessions allow stakeholders to ask questions, provide input, and better understand how YMCTB supports the region.

While attendance at 2024/2025 town halls was limited, those who did participate offered positive feedback and expressed appreciation for the insights shared. Future town halls will be promoted further in advance, with consistent reminders to help boost turnout. RSVP's will be requested, but not required to attend.

Government Relations

Maintaining strong relationships with local government remains a priority. YMCTB will continue to:

- Present monthly updates at Board of Supervisors (BoS) meetings
- Keep BoS liaisons and the County Administrative Officer (CAO) informed of current initiatives, performance metrics, and upcoming projects
- Engage elected officials in a proactive and transparent manner to foster continued collaboration

Local Press

YMCTB has developed a productive working relationship with the Mariposa Gazette and will continue to foster that relationship.

The Gazette has been receptive to publishing press releases from our Director of Communications and occasionally covers YMCTB meetings and events.

We will continue leveraging this partnership to keep the community informed and engaged through timely, relevant coverage.

Community Relationships & Partnerships

Work to build positive relationships and partnerships with local organizations, such as

Local:
Yosemite Climbing Association,
Yosemite Conservancy
NPS Yosemite
Sierra Foothill Conservancy
Chamber of Commerce
Museums
Tribal relations
Artist Community/ Mariposa County Arts Council
Mariposa County
    Economic Development Corporation
    Mariposa County Business Association
    Board of Supervisors
Business Owners – (main street, etc) Local Characters (whom have we interviewed)
YARTS

Regional:
Neighboring DMO's - (Tuolumne, Madera, Mammoth and Mono)
Yosemite Gateway Partners
Gold Country Visitors Association
High Sierra Visitors Council
Central Valley Visitor's Association

Measurable Goals

Social Media Outreach

- Post at least 1 update per month on the Local Facebook page, which is geared toward the local community and stakeholders, and 1 post per month on LinkedIn, which targets trade partners and media.
- Each post must include a relevant photo and a clear connection to the audience's interests (local impact on Facebook; industry relevance on LinkedIn).

Government Communication

- Provide a verbal or written update to the Mariposa County Board of Supervisors at least once per month, when there is relevant information regarding YMCTB initiatives, events, or performance.

Media Relations

- Issue a minimum of three locally focused press releases annually to the Mariposa Gazette and regional media outlets. One of these must be the Annual Economic Impact Report release.

Public Event Participation

- Attend at least two local events per year (e.g., festivals, fairs) as a vendor to:
    - Distribute branded educational materials
    - Raise awareness of YMCTB's work

Community Meeting Engagement

- Attend a minimum of 6 community meetings annually (e.g., Chamber, YGP, Tribal, Arts Council, business groups) to strengthen partnerships and remain responsive to local priorities.

Town Hall Execution

- Host at minimum of two town halls, one in person and one virtual town hall annually focused on the State of Tourism in Mariposa County and California.
    - Promote the event a minimum of three weeks in advance.
    - Collect feedback from attendees to assess impact and relevance

Community Relations Tracking

- Create and maintain a Community Relations Tracking Document to log:
    - Events attended
    - Interactions with community members
    - Follow-up actions and measurable outcomes

  Update this document monthly to monitor progress and inform future strategy.

Public Relations (Domestic and International)

Prior Year Successes / Shortcomings

In 2024/2025 YMCTB continued PR support with contracted international offices in Germany and the UK, MSI and Black Diamond. Due to budget constraints, we opted to not partner with Gate 7.

In total, YMCTB completed 16 in-market press FAM trips. These visits included domestic media contacts as well as media from the UK, Germany, France and Scandinavia.

Earned media placements included key outlets both domestic and international such as *National Geographic, New York Times, SF Gate, San Francisco Chronicle, Sonoma Magazine, The Today Show on Air* and *Visit California.*

We are currently developing an improved tracking system to more effectively monitor and assess media features and their impact. During the transition to a new Director of Communications and Content, there were several months where consistent tracking did not occur. To address this, we plan to introduce a more reliable and streamlined process moving forward, ensuring better continuity, visibility, and evaluation of our media efforts.

Representatives from YMCTB attended the following media events to meet face-to-face with travel writers from around the world. Our attendance at these events heavily impacts the successes laid out in the above paragraphs.

- Outdoor Media Summit – gathering with brands in destinations
- Visit California Pan European Media Mission
- Visit California San Francisco Media Reception
- Visit California Denver Media Dinner
- IMM New York
- IMM Australia (plan to attend every other year)

- IPW Media Marketplace in Chicago
    - The PR day was a worthwhile investment; however I found limited value in staying for the remaining days unless media appointments are schedule in advance to make the most of the time. That said, I did find a few valuable opportunities to follow up with journalists who were interested in more in depth conversations beyond the 15-minute schedule sessions. In the future, it would also be helpful to plan any trade meetings in advance and allowing breaks for other team members.
- Outlook Forum (March)

Jennifer Sweeney represented YMCTB at the following events:

- October 2024: Visit California Los Angeles Media Event
- November 2024: Bay Area Travel Writers (BATW) Editors' Panel
- November 2024: Society of American Travel Writers (SATW) National Convention
- January 2025: BATW Annual Meeting
- April 2025: Sacramento Media Lunch
- June 2025: SATW Virtual Media Marketplace

Beyond our own efforts, our international partners Black Diamond and MSI, helped expand our global reach by representing us at multiple events abroad.

Current Year Strategy / Direction

We will continue to work with our domestic representation, Jennifer Sweeney, as well as our international partners in Germany (MSI), and the UK (Black Diamond).

The Director of Communications and Content currently holds a membership with TravMedia and is exploring ways to better leverage this platform to maximize its value.

We do not currently have a partnership with PRASA, although we did in the past. At the time, it was not being utilized enough to justify the membership fee. However, we may revisit this opportunity in the future.

Due to budget constraints, we opted not to partner with Gate 7 for the 2025/2026 fiscal year again, though the opportunity received serious consideration. We plan to revisit this in 2026/2027, as research indicates that Australian travelers are less influenced by political factors affecting U.S. travel and may represent a strong potential market for future international growth. We also explored the possibility of engaging dedicated French representation but ultimately chose to leverage our existing partnership with the High Sierra Visitors Council, which has contracted with Blossom, a French firm.

YMCTB will continue to attend and host media events, with a focus on identifying those that offer the highest return on investment. The following media events are currently planned for attendance in 2025/2026:

- <u>Outdoor Media Summit</u>
    - Opportunity to explore brand partnerships that align with the YMCTB mission and vision.
- <u>Visit California Media Dinner(s)</u>
    - San Francisco, Los Angeles, Denver

- IMM New York (January)
- IPW Media Marketplace Fort Lauderdale
    - We will discuss as this approaches the value to have the Director of Communication and Content (DOCC) stay on past the dedicated press day. If we make the decision to have them say, to maximize the value of this event the YMCTB DOCC will aim to secure 6-8 confirmed media appointments throughout the full duration, in addition to the official 15-minute meetings through the IPW portal. Additionally, we will establish a clear schedule for the trade portion to ensure the DOCC can assist effectively, take on meetings, and provide breaks for the rest of the YMCTB team.
- Outlook Forum
- Sacramento Media Event with Jennifer Sweeney
    - Given that Sacramento is a key source for domestic visitation to our region, it's essential that YMCTB maintains a strong presence in this market.
- Yosemite Facelift Event (in-market media event)
    - We initially hoped to hold a media event during the 2024/2025 FY but decided to postpone until 2025/2026 to allow more time for thoughtful planning and coordination. The event will be designed to tap into the growing interest in voluntourism and mindful, sustainable travel. While it will coincide with the Yosemite Facelift, the scope will extend beyond the event itself, featuring additional opportunities with partners such as the Yosemite Conservancy, Mariposa Trails, Sierra Foothill Conservancy, Balanced Rock and eco-conscious lodging partners. YMCTB's participation in events like the Yosemite Facelift reinforces our commitment to encouraging sustainable, mindful travel while strengthening community ties and enhancing our brand as a responsible and engaged destination steward. An outside the park element will be a key component in this media event.

The Visit CA Pan European Media Mission is a bi-annual event and we will consider attending again in 2026/2027. We will also consider the Brand USA Travel Week Media track in 2026/2027.

Measurable Goals

- Coordinate 10 domestic and international press trips
    - Of these at least one should be from the U.K. and Germany
- Jennifer Sweeney Communications will represent YMCTB at the following events:
    - SATW
    - BATW
- Additionally, YMCTB will attend the following media events
    - IPW
    - IMM
    - Visit California's in-market events
- We will continue regular meetings with Jennifer Sweeney Communications, MSI, and Black Diamond.
- We will host another in-market media event in Sacramento and one in Yosemite Mariposa County.
- Develop and internal system for grading and rating our earned media pieces that shows value beyond Advertising Value Equivalency and follows the Barcelona Principles.

Paid Content Creators

Prior Years Successes / Shortcomings

YMCTB has made large strides in paid content engagement since 2023/2024 that saw visits from three content creators. While the collaborations yielded strong reach, the team identified opportunities to diversify representation and improve asset deliverables, such as securing more licensed video content for marketing use.

In 2024/2025 we hosted five content creators. We are continuing to find more ways to leverage the content from these creators.

2024/2025 Collaborations Included:

- **Alec Outside** – An adventure photographer, nationally syndicated columnist, and content creator.
- **Dan Bernstein** – An outdoor enthusiast and creator with 256K+ followers, who curates inspiring hiking guides and travel content.
- **Wandering Jessica** – Jessica empowers women to embrace wilderness leadership and turn outdoor aspirations into action through authentic, practical content shared with her engaged audience of over 130K across Instagram, TikTok, and YouTube.
- **Run the Atlas** – Run The Atlas engages young, tech-savvy travelers with informative, entertaining, and practical "how-to" travel content across their online publication and YouTube channel, helping audiences plan smarter, more memorable trips.
- **Bay Area Moms** – Shared insider tips and stories on how to visit and make the most of Yosemite Mariposa County. Her content targets one of our core travel audiences: the Bay Area.

Current Year Strategy / Direction

As always, the Director of Communications and Content, Director of Marketing and Creative, and YMCTB's contracted Public Relations support will thoroughly vet any potential partners and ensure that the ROI is worthwhile.

YMCTB is committed to working with content creators who can help us build authentic, relatable stories for all travelers, aligning with our brand message: Yosemite for Everyone, For ALL Time.

We aim to partner with creators who reflect the diversity of today's travelers, including people of color, multiethnic, LGBTQ+ travelers, families, and people with disabilities, to ensure our storytelling is inclusive and welcoming. Through these partnerships, we seek to inspire and showcase the one-of-a-kind experiences found throughout Yosemite Mariposa County, not only within the park itself, but across the entire region. From hidden-gem activities and charming local lodging to immersive cultural and outdoor experiences. We will aim to identify content creators that align with our five core audiences: Campers, Families, History and Culture, Outdoor Adventure, and Midweek Retirees.

Finally, we will continue to emphasize messages of mindful and sustainable travel, encouraging visitors to enjoy Yosemite Mariposa County responsibly and with respect for the environment and local communities.

Measurable Goals

- Host a minimum of five Content Creators.
- Properly manage and spend the budget as allocated.
- Director of Communication, Director of Marketing and Creative and Contracted public relations team to ensure ROI makes sense and ALL partnerships are thoroughly vetted.
- Each partnership must offer to produce at least one blog and/or video for YMCTB.

Future Opportunities / Challenges

Since this entire endeavor is tied to social media and online publishing, the services that content creators provide, as well as YMCTB's needs, will continue to evolve. As a result, our goals for these collaborations may shift from year to year, or even more frequently, depending on campaign focus, audience behavior, and platform trends.

As we continue to host creators, YMCTB is building a strong reputation within the travel content creator community as a professional and desirable organization to partner with. This positive reputation is leading to increased outreach from creators and giving us more options to evaluate. However, many of the inquiries we receive do not meet our standards for quality, audience alignment, or strategic fit.

In addition to hosting creators, we see an opportunity to better leverage these partnerships by actively resharing approved content across YMCTB's owned channels. This not only extends the lifespan and reach of the content but also strengthens relationships with creators and reinforces our destination messaging through authentic, third-party perspectives.

Local Event & Sponsorship Budget

Prior Year Successes / Shortcomings

The 2024/2025 budget was set at $25,000. The funding cuts by the Board of Supervisors originally caused YMCTB to pullback in its sponsorships. However, we decided that showing our support for events in the county and maintaining the relationships that we have built with organizers was worth the investment. In prior years, funding from the county was earmarked to support sponsorships including festivals, events and non-profits. The aim of the Local Event and Sponsorship program was to set funds aside from TBID income to support events and festivals that can create demand for overnight lodging consumption. YMCTB has decided to maintain the amount donated even without prior levels of funding from the county as a gesture of goodwill to the community.

The elected YMCTB donation committee makes all final determinations on what donations are approved. This helps to avoid perceived favoritism of funding decisions on selected events.

Current Year Strategy / Direction

The budget for 2025/2026 is again set at $25,000. This amount is made up completely of YMCTB funds. YMCTB is proud to give back to the community we are a part of.

Staff will provide requests for sponsorships and the amounts proposed for the current year to the Donation Committee. The Committee will then discuss each sponsorship request to determine approval on the slate of recommendations. We will continue to promote events through the Yosemite.com calendar as well as owned and earned marketing channels such as social media and email.

As outlined in the TBID operating guidelines, funds from TBID collection can be used for event sponsorships and capitalization projects that increase visitors' lengths of stay in Mariposa County. Sponsorship dollars are intended to support events and activities that are off-season, during a time that would help promote visitation as well as the community itself.

Awarded donations range from $500 to $3,000. In addition to monetary donations, YMCTB provides promotions via the Yosemite.com event calendar, social media posts and other digital media. The event will also be included in either our consumer digital newsletter, our constituent newsletter or both. When possible and appropriate, events are included in seasonal digital or print advertising.

Future Opportunities / Challenges

As more festivals are added it may decrease the amounts we are able to give to each.

APPENDICES

Appendix A: 2025/2026 Budget

Income	25/26 Draft Budget	24/25 Budget	24/25 Forecasted Actuals	Variance 25/26 Budget vs 24/25 Actuals
501 TBID Income	$ 3,085,000	$ 2,790,500	$ 2,926,183	$ 158,817
502 County Contract	$ -	$ -	$ -	$ -
505 Co-op Advertising Reimbursement	$ 60,000	$ 70,000	$ 50,870	$ 9,130
506 Co-op Event Reimbursement	$ -	$ -	$ 1,430	$ (1,430)
509 Other Income	$ -	$ 100,000	$ 3,674	$ (3,674)
TOTAL INCOME	$ 3,145,000	$ 2,960,500	$ 2,982,157	$ 162,843

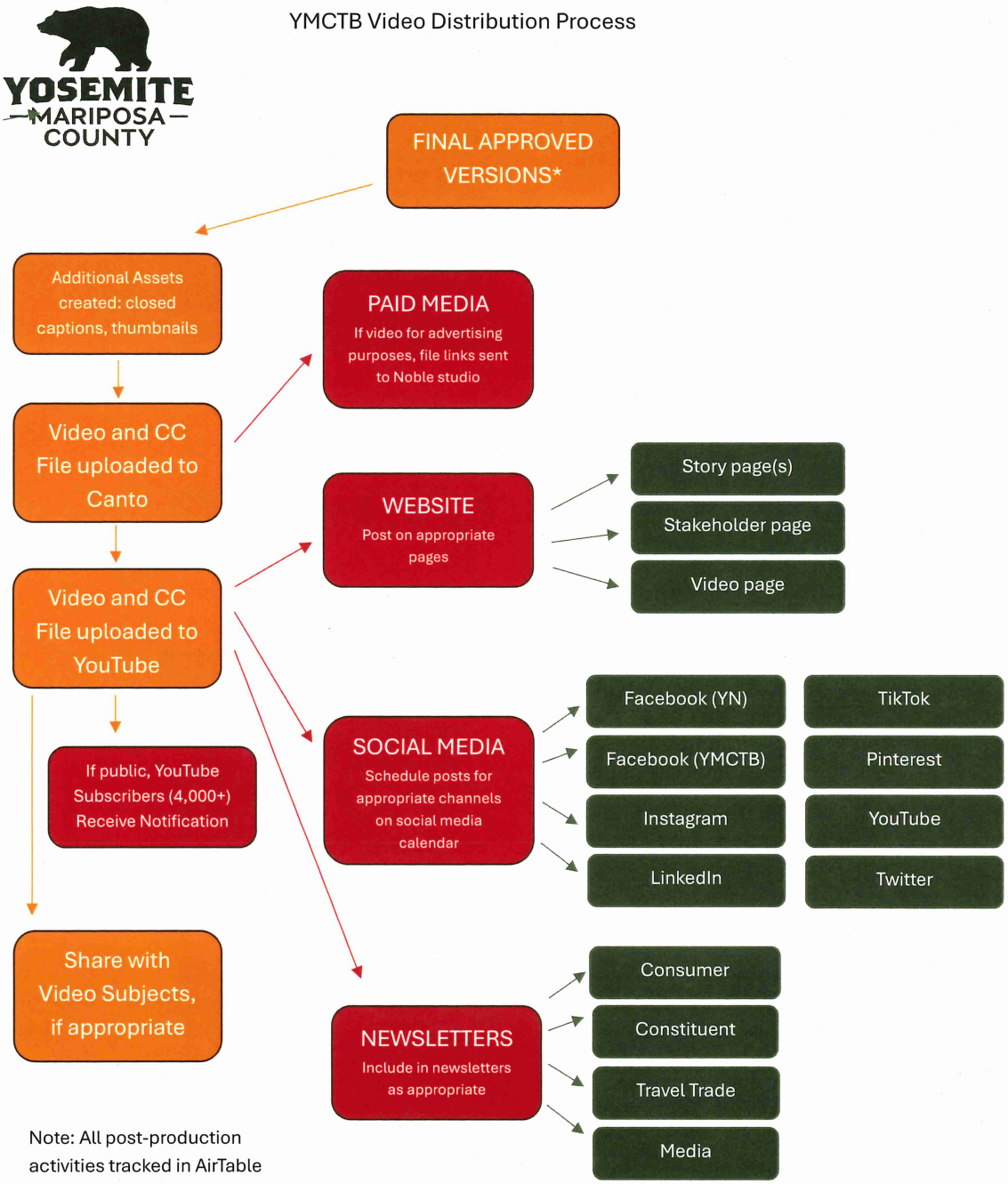
Expenses	25/26 Draft Budget	24/25 Budget	24/25 Forecasted Actuals	Variance 24/25 Budget vs 23/24 Actuals
ADVERTISING				
602 Agency Retainer - Acct Mgmt.	$ 116,000	$ 105,000	$ 105,000	$ 11,000
603 Print	$ 75,000	$ 125,000	$ 80,000	$ (5,000)
604 Radio	$ 60,000	$ 110,000	$ 100,000	$ (40,000)
606 Video	$ 60,000	$ 60,000	$ 62,959	$ (2,959)
610 Paid Search Terms/Keywords	$ 220,000	$ 200,000	$ 200,000	$ 20,000
612 Production Costs	$ 9,000	$ 12,000	$ 5,405	$ 3,595
613 Digital Campaign Management 12% Digital Media Commission to Noble	$ 112,500	$ 112,500	$ 112,500	$ -
659 Digital Network Ads/Comm	$ 600,000	$ 600,000	$ 650,000	$ (50,000)
663 Trip Portals & OTAs	$ 40,000	$ 40,000	$ 81,000	$ (41,000)
672 Brochures / Collateral	$ 9,000	$ 12,000	$ 10,685	$ (1,685)
681 Photo Library	$ 6,000	$ 6,000	$ 6,020	$ (20)
683 Market Research	$ 39,160	$ 30,000	$ 33,500	$ 5,660
SubTotal	$ 1,346,660	$ 1,412,500	$ 1,447,068	$ (100,408)
COMMUNICATIONS				
651 Website	$ 177,220	$ 185,100	$ 190,104	$ (12,884)
658 Social Media	$ 74,200	$ 68,500	$ 81,318	$ (7,118)
661 Booking Engine	$ 14,500	$ 14,500	$ 14,658	$ (158)
662 Enews & Eblasts	$ 85,925	$ 61,925	$ 62,885	$ 23,040
664 Public Relations	$ 75,000	$ 75,000	$ 72,632	$ 2,368
667 Content Creators (Influencers)	$ 22,000	$ 22,000	$ 26,000	$ (4,000)
SubTotal	$ 448,845	$ 427,025	$ 447,598	$ 1,247
CONSUMER /TRADE/LOCAL				
701 Registration Fees	$ 88,200	$ 50,700	$ 52,160	$ 36,040
702 Booth/Displays/Shipping	$ 7,000	$ 7,000	$ 8,408	$ (1,408)
704 Promotion/Giveaways	$ 15,500	$ 9,000	$ 23,019	$ (7,519)
712 Local Event Donations/Support	$ 25,000	$ 25,000	$ 26,750	$ (1,750)
715 Other - Website Build	$ 1	$ 1	$ 1	$ -
716 Partnership Development	$ 1	$ 1	$ 1	$ -
SubTotal	$ 135,702	$ 91,702	$ 110,339	$ 25,363

Expenses	25/26 Draft Budget	24/25 Budget	24/25 Forecasted Actuals	Variance 24/25 Budget vs 23/24 Actuals
TRAVEL EXPENSE				
771 Travel Expense	$ 80,200	$ 42,000	$ 48,665	$ 31,535
772 Entertainment	$ 9,400	$ 5,000	$ 7,855	$ 1,545
SubTotal	$ 89,600	$ 47,000	$ 56,520	$ 33,080
FAMS				
731 FAMS - Hotels/Meals/Entertainment	$ 35,000	$ 27,500	$ 29,681	$ 5,319
SubTotal	$ 35,000	$ 27,500	$ 29,681	$ 5,319
INTERNATIONAL OFFICES				
742 Australia	$ 38,577	$ 38,687	$ 33,310	$ 5,267
744 Germany	$ 49,000	$ 58,000	$ 67,012	$ (18,012)
746 United Kingdom	$ 64,000	$ 69,500	$ 68,021	$ (4,021)
748 Scandinavia/Netherlands	$ 30,000	$ 35,000	$ 22,250	$ 7,750
749 France	$ 26,000	$ -	$ -	$ 26,000
SubTotal	$ 207,577	$ 201,187	$ 190,594	$ 16,983
OPERATIONS				
805 Rent/Storage/Maintenance	$ 26,760	$ 28,560	$ 48,220	$ (21,460)
810 Telephone	$ 11,280	$ 10,260	$ 9,905	$ 1,375
815 Supplies	$ 5,200	$ 4,000	$ 5,780	$ (580)
820 Equipment/Software	$ 36,460	$ 33,611	$ 32,124	$ 4,336
825 Utilities	$ 8,000	$ 7,500	$ 6,613	$ 1,387
830 Postage	$ 1,850	$ 2,700	$ 689	$ 1,161
840 Fees	$ 1,085	$ 500	$ 2,370	$ (1,285)
845 Insurance	$ 4,200	$ 4,200	$ 1,365	$ 2,835
850 Accounting/legal/public Affairs	$ 13,600	$ 17,600	$ 4,492	$ 9,108
860 Other /Misc	$ 6,260	$ 5,760	$ 6,390	$ (130)
855 Membership/Dues	$ 17,200	$ 14,900	$ 22,556	$ (5,356)
SubTotal	$ 131,895	$ 129,591	$ 140,503	$ (8,608)

SALARY EXPENSE				
401(k) Administration Fees	$ 1,500	$ 1,500	$ 2,030	$ (530)
901 Salaries & Wages	$ 582,850	$ 487,900	$ 492,718	$ 90,132
921 Health Insurance	$ 58,200	$ 48,600	$ 48,593	$ 9,607
925 Non-Employee	$ 24,000	$ 18,000	$ 16,050	$ 7,950
927 Employer Payroll Taxes	$ 47,293	$ 40,750	$ 38,787	$ 8,506
928 401(k) Employee Benefit	$ 21,700	$ 18,500	$ 16,988	$ 4,712
930 Workman's Compensation	$ 3,750	$ 3,750	$ 2,553	$ 1,197
945 Service-Singlepoint	$ 10,500	$ 9,700	$ 9,297	$ 1,203
SubTotal	$ 749,793	$ 628,700	$ 627,017	$ 122,776

Expenses Total	$ 3,145,072	$ 2,965,205	$ 3,049,321	$ 95,751
Revenues Total	$ 3,145,000	$ 2,960,500	$ 2,982,157	$ 162,843
Variance	$ (72)	$ (4,705)	$ (67,164)	

Appendix B: Video Distribution



Note: All post-production activities tracked in AirTable

*For many videos, multiple formats will be prepared (horizontal, square and vertical)

Appendix C: Social Media SWOT

FACEBOOK (YN)

- Best Platform for Written Content
- Strong Posting Tools
- Crisis Communications
- Engaged Audience
- Can Build Audience
- Good for info sharing
- Links (O/P)

STRENGTHS
- Super Strong (Paid)
- Lots of Followers
- Successful Process
- Multiple Mediums

WEAKNESSES
- Reach (Organic)
- Don't currently collaborate with content creators

OPPORTUNITIES
- Potential Reach
- Full takeovers?
- Collaborate with content curators

THREATS
- Algorithm changes
- Drop in popularity
- Trash content
- Unconnected content

Older Demographic
All Audiences: Families, Campers, Adventure, Culture & History, Midweek Retirees, Remarketing

FACEBOOK (YMCTB)

Just for Mariposa
All Audiences: Families, Campers, Adventure, Culture & History, Midweek Retirees, Remarketing

STRENGTHS
- Crisis Comms
- Local Reach (P)
- Cross linking for community relations

WEAKNESSES
- Reach very small

OPPORTUNITIES
- Build more audience through tagging people / orgs

THREATS
- Algorithm changes
- Drop in popularity

INSTAGRAM

Audiences: Campers, Adventure

- Endless amount of shareable UGC
- Positive engagement
- Works well on mobile

STRENGTHS
- Inspirational
- Huge following
- Good organic traffic

WEAKNESSES
- Difficult to market to because of Meta
- Only inspirational primarily
- Don't collaborate with content creators
- Not great for Mariposa County only content

- Collaborate with content creators
- Add more Yosemite to Mariposa County

OPPORTUNITIES
- Add family audience
- Do Instagram-specific ads
- Sync w/Threads?

THREATS
- Algorithm changes
- Drop in popularity
- Suggested content diluting the feed

YOUTUBE

- Integrated with Google
- Powerfull search function
- Repository for all video collections

STRENGTHS
- Biggest video search engine w/great reach
- Multiple video formats

WEAKNESSES
- Extremely driven by algorithm
- Not good for link clicks

- Need more attention-grabbing content

OPPORTUNITIES
- Increase subscribers

THREATS
- Algorithm changes
- Music approval (DMCA)

All Audiences: Families, Campers, Adventure, Culture & History, Midweek Retirees, Remarketing

TIKTOK

Younger demographic
All Audiences: Campers, Adventure

STRENGTHS
- Strong platform for vertical video
- Short-form video
- Viral posts
- "For You" content

WEAKNESSES
- Need more original content
- Overhead to create new content

- Need more attention-grabbing content

- Tagging geo & hashtags
- Categories / collections
- TikTok live

OPPORTUNITIES
- Reach more families
- New owned content
- Suggested reels

THREATS
- Reposting similar videos can get you in trouble
- Music approval (DMCA)

- Sharing others videos too often
- Algorithm changes
- Political environment – could disappear

PINTEREST

Young to middle-age
Female audience
All Audiences: Families, Campers, Adventure

STRENGTHS
- Audience is main trip planner
- Repository for content
- Collections/boards

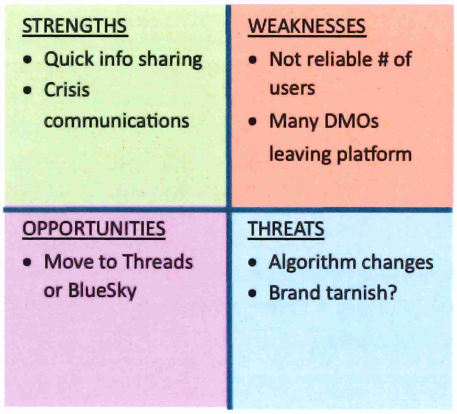
WEAKNESSES
- Used differently from other platforms, but we don't yet have "secret sauce"

OPPORTUNITIES
- Untapped platform
- Experimentation with voice, messaging, etc.

THREATS
- Algorithm changes

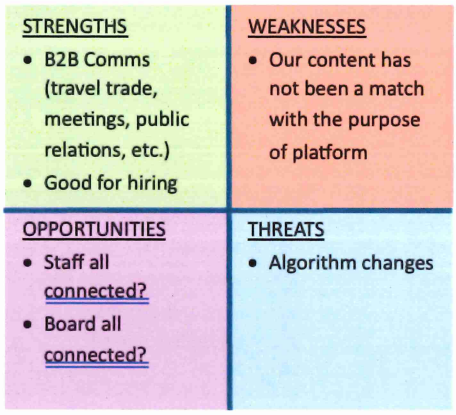
X (TWITTER)

Audience uncertain



LINKEDIN

Not a consumer audience / B2B



Types of Posts: Inspiration – Education – Entertainment / light-hearted

O = organic

P = paid

Appendix D: Noble Studios Media Plan (H1 2025/2026)

Travel Sentiment Snapshot

Softening Demand Amid Economic & Political Uncertainty

- **Travel demand is slowing as economic anxiety rises.** Consumers are booking closer to departure and seeking better value, leading to softened demand across airlines and hotels.
- **Hilton revised its 2025 revenue forecast downward,** citing a "wait-and-see" attitude among travelers due to macroeconomic uncertainty.

International Travel to the U.S. Declines

- **European airlines report a decline in bookings to the U.S.,** while outbound travel from the U.S. to Europe remains strong.
- **Australian visitors to the U.S. decreased by 7% in March 2025,** the largest drop since the COVID-19 pandemic, attributed to political and social concerns.

Rising Travel Costs Impacting Consumer Behavior

- **Average international trip costs have increased to $9,922,** up 11% from 2024, continuing a trend of rising travel expenses over the past four years.
- **Airfares are projected to rise by up to 19%,** potentially affecting travel plans for cost-conscious consumers.

Emerging Trends: Silent and Wellness Travel

- **Silent experiences,** including cafes and retreats, are gaining popularity as travelers seek respite from noisy environments.
- **Wellness-focused travel,** such as luxury nature retreats, is on the rise, offering alternatives to traditional vacation experiences.

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Source: Yahoo Finance, Business Insider, Guardian 4

HMA Traveler Research

Top Origin Markets

- San Francisco Bay Area remains the #1 feeder (21% of visitation), followed by Los Angeles and Sacramento-Stockton, which saw the longest average stay at 8.37 nights.
- California patrons make up 56% of all visitation (2024).
- Declines in Fresno, LA, and San Diego suggest opportunities to re-engage those drive markets.

International Performance

- Germany is the strongest international market (4.2% of all patrons in 2024), followed by France, the UK, and Australia.
- International guests are high-value but typically shorter-stay and lower nightly spend than top U.S. markets.

Trip Behavior & Lodging

- Most travelers stay 3–4 nights; Sacramento stands out for long midweek stays.
- Yosemite travelers heavily favor sightseeing, hiking, and nature-based lodging (campgrounds and rustic hotels).
- Hard-sided lodging demand is increasing, especially among older and higher-income travelers.

Audience Profiles

- Average age: 49.9, but Sacramento and Washington markets skew older.
- Families represent a large share: 37% of patrons have kids, and they skew higher income.
- 28% earn $200K+, indicating a strong opportunity for premium lodging and experiences.

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Source: HMA Travel

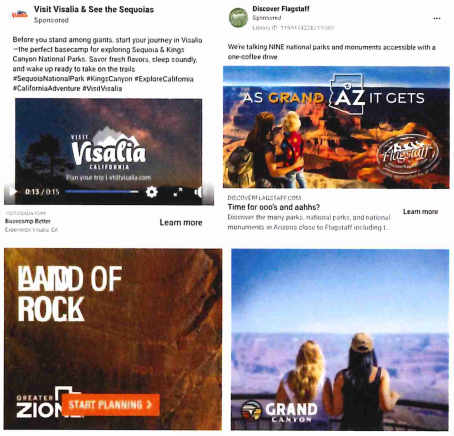
Competitive Audit

Key Competitor Trends

- **Visit Grand Canyon**
  - Running animated banners on premium platforms like AARP
  - Strong emphasis on older audiences (65+) through established content hubs
- **Visit Visalia**
  - Meta strategy centers around video, with the "Basecamp Better" campaign framing lodging as a launch point to nature
- **Greater Zion**
  - Heavy use of animated display, focused on outdoor recreation and adventure audiences
- **Discover Flagstaff**
  - Paid social messaging highlights proximity to Grand Canyon and promotes easy access for drive-market travelers

Learnings & Takeaways

- **Animated and video creative is now table stakes across competitor campaigns.** While it may not drive performance alone, not using it risks Yosemite being overlooked entirely. To remain competitive, Yosemite should increase motion-based assets across Meta and Display to meet baseline audience expectations.
- **Platforms like Meta prioritize video in organic algorithms,** which has conditioned audiences to expect motion-based content. This helps explain why video has become the norm in paid placements and is essential for capturing attention in scroll-heavy environments.
- **Competitor messaging is increasingly access- and utility-focused**—especially for the 65+ audience, who respond well to clear, straightforward messaging. Yosemite should continue optimizing creative for older travelers, reinforcing themes of ease, comfort, and midweek availability.



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Source: Meta Ad Library, Google Transparency Center, SEMrush

Campaign Timing

Seasonal Booking Behaviors

- As of Q1 2025, trends show a strong 45–75 day window, with families leaning earlier (up to 90 days) and couples or solo travelers maintaining shorter lead times.
- Fall Shoulder Season (Sept–Oct): Expected to see 30–60 day booking windows, driven by fewer family constraints and an increase in midweek, adult-focused travel (retirees, couples, outdoor enthusiasts)

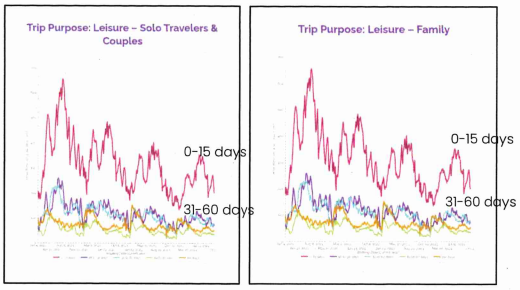
Structural Booking Shifts

- 31–60 days is now the dominant booking window for lodging, reflecting stable interest and advance planning for high-demand periods.
- Same-week bookings have declined, especially for lodging due to limited availability and the removal of reservation requirements—increasing the need for planned travel, especially around hard-sided lodging.
- Rising costs and limited weekend availability make midweek stays (Sun–Thurs) more attractive for budget-conscious travelers.

Takeaways

- **Launch campaigns 45–60 days ahead of key visitation periods** to align with how travelers are actually booking.
- Use messaging that emphasizes midweek value and availability to capture **flexible and budget-conscious travelers.**
- **Influence early-stage planners,** especially families and older travelers, with lodging-first content timed to their decision-making windows.

Hotels



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Source: Adara Booking Windows for Domestic Hotels/Flights

Audience and Creative Insights

Shutterbugs audience showed low engagement and low conversions, making it less effective than other segments. This audience has been removed

Older travelers showed strong Meta performance and HMA data shows this group books midweek and prefers comfort lodging. Moving forward, these travelers remain a priority audience

Families and Outdoor Enthusiasts remained top performers with strong results across Meta, PMAX, and Display, especially for fall and holiday travel.

Sacramento visitors stay the longest according to HMA data that shows an average stay of 8.4 nights, ideal for midweek lodging pushes.

Future creative will focus on **comfort, convenience, and availability,** especially for midweek travelers

- Creative with hard-sided lodging and people in the imagery drives higher CTRs
- Copy with clear calls to action like "Book Your Stay" performs best

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Source: GA4, Google Ads, Meta
Dates: July-December 2024 vs. July-December 2023

Past Campaign Performance Insights

Paid Search and PMAX were the top drivers of partner referrals

- Paid Search delivered 32,521 referrals with a 15.12% conversion rate and $3.14 cost per conversion
- PMAX remarketing had a 40% conversion rate, 15% CTR, and just $0.19 cost per conversion

Meta (Paid Social) supported engagement across key audiences

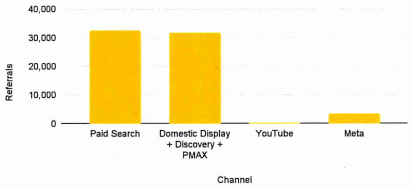
- CTR increased 7% year over year
- Instagram Reels and the 65+ audience had the strongest engagement

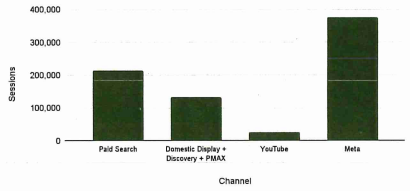
YouTube underperformed in conversions

- We are shifting video strategy to CTV (Mountain) for more precise targeting and better attribution

Email, print, and native channels were introduced

- These supported early-stage awareness and added depth to storytelling during the fall season





Source: GA4, Google Ads, Meta
Dates: July-December 2024 vs. July-December 2023

Strategy & Priorities

Goal: Drive midweek lodging bookings and increase conversions by refining targeting, messaging, and media investment across high-performing channels and audiences.

Strategy: Building on last year's lodging-focused foundation, our FY 25/26 plan sharpens focus on midweek travel demand while continuing to optimize toward partner referrals and hard-sided lodging conversions. The strategy will prioritize:

- Midweek messaging and offer positioning to shift visitation outside peak periods and reduce booking pressure on weekends.
- Increased investment in top-performing audiences (families, outdoors, history/culture) and removal of underperforming segments.
- Refinement of creative to reflect traveler intent, including value, comfort, and accessibility for lodging-first travelers.
- Reallocation of spend toward proven tactics (PMAX, Paid Search), while phasing out high-cost, low-performing native and print.

KPIs: Awareness (Impressions), Engagement (Sessions), Conversion (Partner Referrals)

Flighting: July–December | FY25/26 Media Budget: $418,000

Market Approach

Our market selection is based on performance data, historical visitation, audience behavior, and alignment with lodging and midweek travel goals. The following three DMAs will receive focused investment due to their strong track record of driving conversions and extended stays.

Recommended Target DMAs:

- **San Francisco–Oakland–San Jose**
  - Top referral market with strong lodging conversion rates. Affluent travelers with high interest in outdoor and cultural experiences. Consistently reliable across all campaign types.
- **Sacramento–Stockton–Modesto**
  - Highest average length of stay at over 8 nights. Strong potential for midweek travel and hard-sided lodging. Efficient conversion performance and highly driveable.
  - For applicable digital placements, exclusions will be used for Stockton + Modesto.
- **Los Angeles**
  - High-volume market that performs well across awareness and conversion channels. Large, diverse audience with strong interest in road trips and national parks.

This focused approach allows us to maximize impact in the areas most likely to deliver measurable lodging results.

Channel Mix Approach

Inspiration & Dreaming Stage
At this early stage, travelers are most open to discovering Yosemite Mariposa County through emotional storytelling and visual media. High-impact, immersive formats like native editorial and connected TV are key for showcasing Yosemite Mariposa County's iconic landscapes, unique lodging, and road trip appeal.

- Use **CTV** to tell a comfort- and access-focused story, especially for midweek travel flexibility.
- **Native partners (Outside, Atlas Obscura, Condé Nast)** offer contextual editorial aligned with nature, family, and cultural interests.
- **Email from trusted travel brands** helps build early-stage awareness and saves for later consideration.
- **International and domestic display campaigns** play a dual role in brand introduction and retargeting, keeping Yosemite Mariposa County top-of-mind during early planning phases.

Channel Mix Approach

Research & Planning Stage
Once interested, travelers look for information to compare, validate, and begin planning logistics; this is a key moment to capture them and introduce them to Yosemite.com. Channels that provide trustworthy content and repeated exposure are essential for guiding their decision-making.

- **Meta (Facebook/Instagram)** helps keep Mariposa County top-of-mind through visual, engaging content formats like Reels and Stories.
- **Native and print placements** reinforce Yosemite Mariposa County's appeal to families and older travelers researching fall trips.
- **Email newsletters from aligned brands** maintain touchpoints with opted-in audiences actively exploring lodging options.

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Channel Mix Approach

Booking Stage
As travelers approach conversion, relevance and timing are everything. Our focus is on driving hard-sided lodging bookings, particularly for midweek stays, through precise, retargeted media.

- **Google Search & PMAX** target high-intent lodging queries, delivering strong conversion volume.
- **Meta retargeting** reinforces urgency and availability messaging, especially for those who viewed lodging pages.

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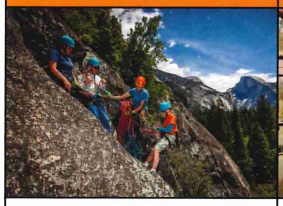
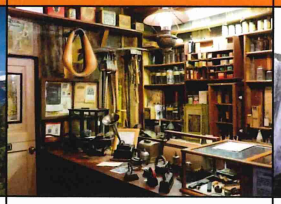
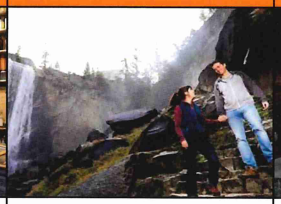
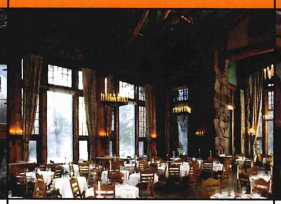
Core Audiences					
Families	**History/Culture**	**Outdoor Adventure**	**Campers**	**Remarketing**	**Midweek Retirees**
					
Family vacationers seeking outdoor exploration, lodging convenience, and things to see, do, and eat in Mariposa County. Age: 30–64 (adjusted up slightly; reflects more travel-planning parents with financial flexibility) HHI: $100k+ (increased to reflect higher-spending family segments observed in HMA report)	Travelers interested in Gold Rush history, Native American heritage, and locally inspired arts and architecture. Age: 40–70+ (adjusted up based on higher CTRs among 65+ audiences and Meta performance trends) HHI: $90k+	Visitors who prioritize hiking, nature, and scenic exploration—motivated by either challenge or relaxation. Age: 30–64 (narrowed slightly to remove less engaged younger end of range) HHI: $90k+	Campers (tent and RV) interested in Yosemite-area sites, including National Forest areas and Mariposa County offerings open to considering hard-sided options. Age: 25–65+ HHI: $90k+	Travelers seeking hotels, cabins, or inns with comfort-focused amenities. Target messaging around booking, value, and proximity to Yosemite. Age: 35–70 HHI: $100k+ Messaging will highlight: bookable lodging, midweek availability, and seasonal deals	Older travelers with flexibility to avoid peak periods, often seeking scenic drives, soft outdoor experiences and comfortable lodging. Motivated by value, ease of access, and experiences that allow for a slower, more immersive pace. Age: 55-65+ HHI: $100K+ (Represents retirees with discretionary income and a preference for comfort lodging over camping)

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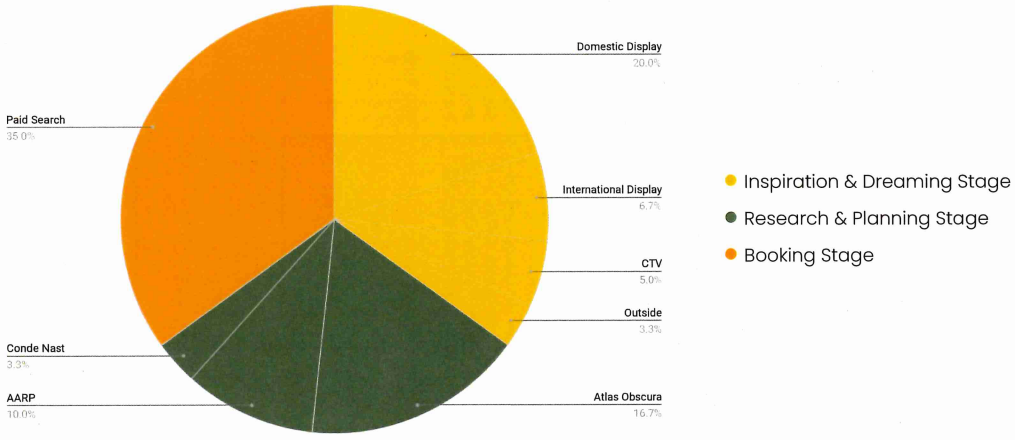
Channel Mix Rationale

TYPE	CHANNEL	RATIONALE
Paid Search	Google Ads	High-converting, intent-driven traffic focused on lodging and midweek booking keywords.
Domestic Display/Demand Gen/PMAX	Google Ads	Drives efficient conversions and partner referrals; ideal for retargeting and mid-funnel reach.
International Display	Google Ads	Maintains presence in top markets (Germany, Australia, United Kingdom) while expanding to France.
Paid Video	CTV	Replaces YouTube; offers better targeting and attribution for lodging-focused video placements.
Paid Social	Meta (Facebook, Instagram)	Strong CTR and engagement from families, older travelers, and outdoor segments.
Native/Editorial	Outside, Condé Nast, AARP, Atlas Obscura	Drives top-of-funnel awareness; aligned with key traveler interests (outdoors, culture, lifestyle).
Multi-Channel Publishers	DogTrekker	Combine the reach and frequency of digital and print versions of magazines to build awareness and encourage trip planning
Email	Outside, AARP, Condé Nast	Supports awareness and retargeting; placed to extend engagement with engaged travel audiences.

Channel Mix Breakdown



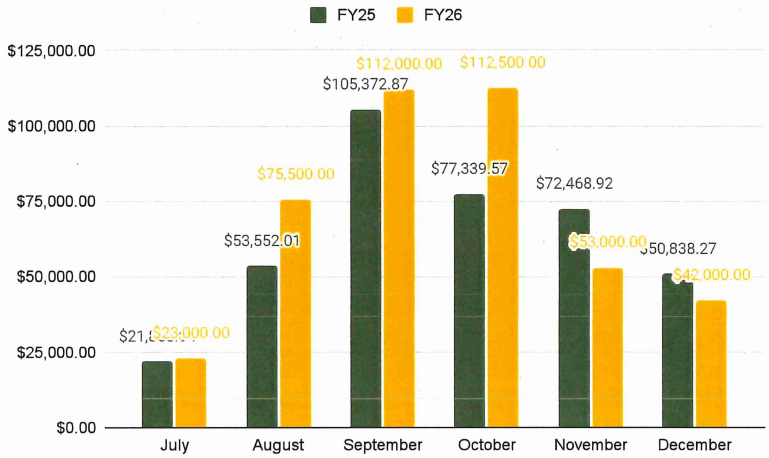
Media Flowchart

July	August	September	October	November	December
Paid Search					
Domestic Display/Demand Gen/PMAX					
International Display					
Meta					
	CTV				
	Outside				
		AARP			
	Condé Nast				
	Atlas Obscura				
		Dogtrekker			

Budget Breakout

	Channel Totals	July	August	September	October	November	December
Paid Search	$111,000.00	$9,000.00	$14,000.00	$25,000.00	$25,000.00	$22,000.00	$16,000.00
Domestic Display/Demand Gen/PMAX	$66,000.00	$6,000.00	$13,000.00	$15,000.00	$15,000.00	$10,000.00	$7,000.00
International Display	$20,000.00	$1,000.00	$3,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Meta	$86,000.00	$7,000.00	$14,000.00	$16,000.00	$17,000.00	$17,000.00	$15,000.00
CTV	$15,000.00		$5,000.00	$5,000.00	$5,000.00		
Outside	$15,000.00		$5,000.00	$5,000.00	$5,000.00		
AARP	$30,000.00			$15,000.00	$15,000.00		
Conde Nast	$15,000.00		$5,000.00	$5,000.00	$5,000.00		
Dogtrekker	$10,000.00			$5,000.00	$5,000.00		
Atlas Obscura	$50,000.00		$16,500.00	$17,000.00	$16,500.00		
Total Media Spend	**$418,000.00**	**$23,000.00**	**$75,500.00**	**$112,000.00**	**$112,500.00**	**$53,000.00**	**$42,000.00**

Paid Media Budget FY26



AARP

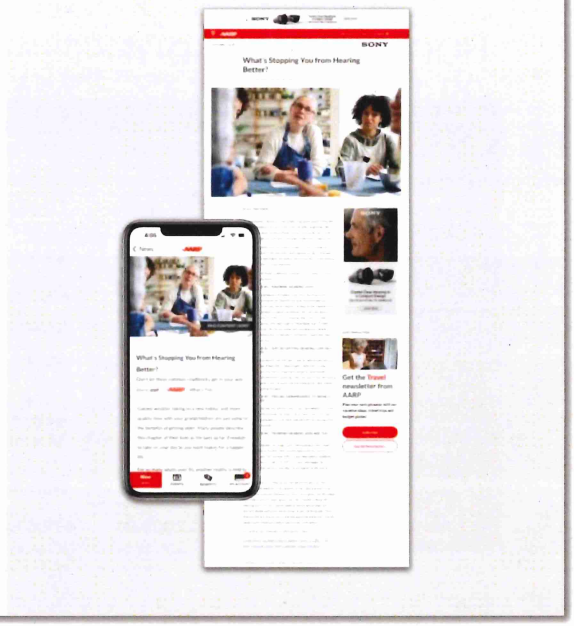
AARP offers a premium native content opportunity designed to reach the 50+ traveler—a key audience for Yosemite's midweek and hard-sided lodging push.

This campaign will include a custom editorial-style article, surrounded by Yosemite display banners, and supported by an email newsletter sent to over 1.2 million travel-interested subscribers. With a mobile-first experience, multiple CTAs, and extended promotion through the fall booking window, this program ensures strong reach and measurable engagement among a high-converting demographic.

Program Elements

- One custom article in AARP's editorial format with exclusive Yosemite display banner presence
- Email newsletter distribution to 1.2MM+ travel audience
- Article remains live on AARP.org for 12 months
- Monthly performance reporting and embedded CTAs to drive lodging interest

KPIs: CTR, Open Rate, Sessions
Timeframe: September–October 2025
Cost: $30,000 package



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Condé Nast

This integrated program combines high-impact digital placements across Condé Nast's premium lifestyle and travel brands with targeted email to reach Yosemite's ideal traveler: affluent, experience-seeking, and fall-trip ready.

Behavioral targeting ensures we're reaching audiences most interested in nature, outdoor travel, and active lifestyles, aligning perfectly with Yosemite's lodging-first, midweek strategy.

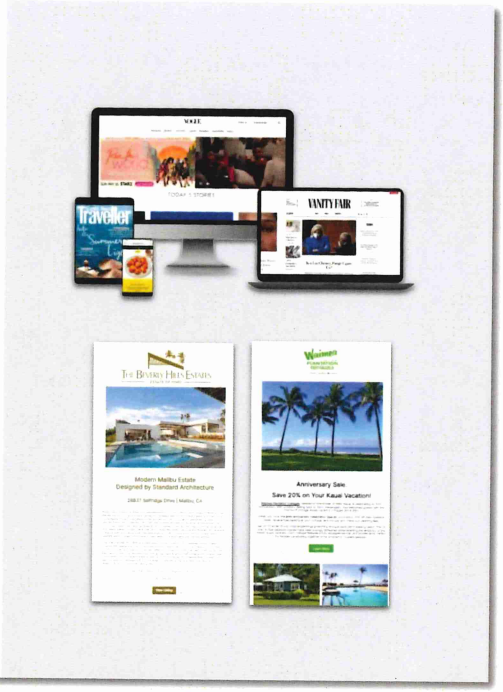
Program Elements

- Condé Nast Digital Display + Native Ads across Condé Nast Traveler, Vanity Fair, The New Yorker, and more
- Targeted Dedicated Email (eMAX) with custom HTML creative promoting Yosemite lodging
- Behavioral targeting: adults 62+, high net worth, nature and outdoor travel interests
- Guaranteed 2% CTR on email

Distribution

- Condé Nast digital network across desktop, mobile, and tablet
- 5 email deployments to an opt-in travel audience (135,500 recipients per deployment)
- Geo-targeted to California, layered with income and travel behavior targeting

KPIs: CTR, Open Rate, Sessions
Timeframe: August-October 2025
Cost: $15,000 package



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Atlas Obscura

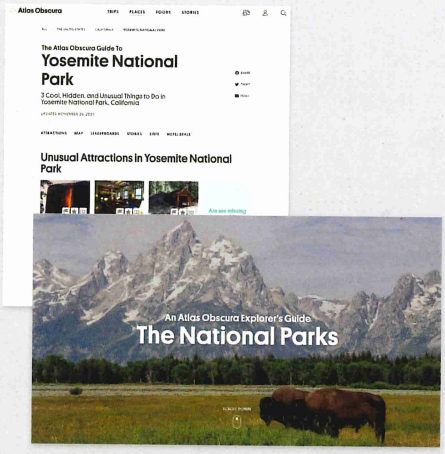
Atlas Obscura's National Parks content series is a unique fit for Yosemite's strategy, offering immersive storytelling and mobile-optimized custom itineraries that reach curious, experience-driven travelers. Their audience strongly over-indexes on family adventure, cultural exploration, and older, high-income retirees.

The custom content piece will highlight the best weekday experiences in Yosemite, directly supporting the midweek travel objective while showcasing lesser-known places and new additions to the Atlas. Content lives permanently within the Atlas, reinforcing long-term discovery value.

Program Elements

- Custom itinerary piece, aligned with campaign goals
- At least 6 curated locations featured with rich editorial descriptions and interactive map
- Yosemite content featured within Atlas Obscura's National Parks hub and destination page
- New Points of Interest added to the Atlas, remaining live indefinitely after campaign ends
- Mobile-first design, optimized for on-the-go travel planners

KPIs: CTR, Partner Referrals
Timeframe: August-October 2025
Cost: $50,000 package



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MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	August 12, 2025
TO:	The Board of Supervisors
FROM:	Rosemarie Smallcombe, District I Supervisor
RE:	Receive a Presentation from the Superintendent of Yosemite National Park, Ray McPadden (Supervisor Kiser)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from the Superintendent of Yosemite National Park, Ray McPadden (Supervisor Kiser).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has not received a presentation from Superintendent McPadden, as he is the new Superintendent; however, they often receive presentations from local officials.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not hear the presentation, they will miss the opportunity to learn about and receive an update on the current situation in Yosemite National Park.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Received After Publication - 2025-08-08 DRAFT Gateway Charter v3**
2. **Recieved After Publication - Yosemite data BOS presentation Aug 2025**

General Agreement

Among

National Park Service

And

Madera County

Mariposa County

Mono County

Tuolumne County

Yosemite Gateway Partners, a private, tax exempt, not for profit, public benefit corporation organized under California State Law and a 501 (c) (3) organization

For a "Gateway Charter"

DRAFT

This General Agreement is entered into by the National Park Service, Madera County, Mariposa County, Mono County, Tuolumne County, and Yosemite Gateway Partners (jointly referred to as the "Parties") to establish a Gateway Charter to enhance coordination and strengthen partnerships among the Parties.

1. Background and Purpose

The purpose of this Agreement is to enhance coordination and strengthen partnerships between Yosemite National Park and gateway communities by establishing a framework for engagement. This Agreement implements the spirit and intent of Secretarial Order 3434, *Strengthening Coordination with Gateway Communities,* signed by Secretary of the Interior Doug Burgum on June 25, 2025. The framework will describe regularly scheduled meetings, including representation, frequency, format, etc.

This agreement complements the *Yosemite National Park Community Engagement Strategy*, currently being developed.

2. Meeting Representation

Each of the 4 counties will designate 3 representatives at their discretion; representatives could be County Supervisors (i.e. elected representatives), tourism bureau representatives, business leaders or community members. The Clerk of the Board of Supervisors (or equivalent position) will notify the NPS of designated representatives for their County. Counties may change their

representatives at any time by having the Clerk notify NPS. NPS will have no role in the selection of County representatives.

Yosemite Gateway Partners (YGP), a 501 (c) (3) organization, will have 1 representative, the YGP Chair. NPS has no role in the selection of the YGP Chair.

Yosemite National Park will have 1 representative, the Superintendent. The Park's Gateway Community Coordinator will attend all meetings and help develop agendas. Depending on the agenda for each meeting, the Superintendent will invite certain members of the Park's Leadership Team and subject matter experts.

DRAFT

3. **Meeting Purpose**

In accordance with SO 3434, representatives will have an opportunity for input or participation in NPS' planning and decision-making processes at these meetings.

Individual representatives will have the opportunity to provide information, ideas, opinions, viewpoints, feedback, etc. In accordance with federal law, the group cannot seek consensus and decisions cannot be made by NPS at these meetings.

4. **Meeting Frequency**

Regularly scheduled meetings will be quarterly, generally in October, February, May, and August.

5. **Meeting Format**

Meetings will be in-person with a virtual option when weather or road conditions dictate.

Meetings can be held in Yosemite or in any gateway county.

Facilitation will rotate among NPS and the four Counties, with NPS facilitating the first four meetings and subsequent facilitation to be determined. The facilitator will develop an agenda for each meeting, soliciting input from each representative.

6. **Authorities**

Pertinent authorities of each agency are listed on the signature page of the applicable agency.

7. **Non-binding Nature**

This agreement is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever.

8. **Compliance with Applicable Laws**

Nothing in this agreement is intended to conflict with current law or regulation or the directives of the Parties.

9. **Term of Agreement and Effective Date**

This agreement will become effective on the date of the final signature and will expire 5 years after that date.

10. **Signatures of Authorized Representatives**

Each of the undersigned represents and warrants that they are authorized to execute this General Agreement on behalf of their respective agency.

DRAFT

Madera County enters into this agreement pursuant to:

Chair Date

Madera County Board of Supervisors

DRAFT

Mariposa County enters into this agreement pursuant to:

_____

Chair Date

Mariposa County Board of Supervisors

DRAFT

Mono County enters into this agreement pursuant to:

_____

Chair Date

Mono County Board of Supervisors

DRAFT

Tuolumne County enters into this agreement pursuant to:

Chair Date

Tuolumne County Board of Supervisors

DRAFT

Yosemite Gateway Partners enters into this agreement pursuant to:

Chair Date

Yosemite Gateway Partners

DRAFT

The National Park Service enters into this agreement pursuant to its authority under 54 U.S.C. § 100101, formerly known as the National Park Service Organic Act.

Ray McPadden, Acting Superintendent, Yosemite National Park Date

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Randy Lavasseur, Acting Regional Director, Interior Regions 8, 9, 10, and 12 Date

National Park Service

DRAFT

YOSEMITE NATIONAL PARK

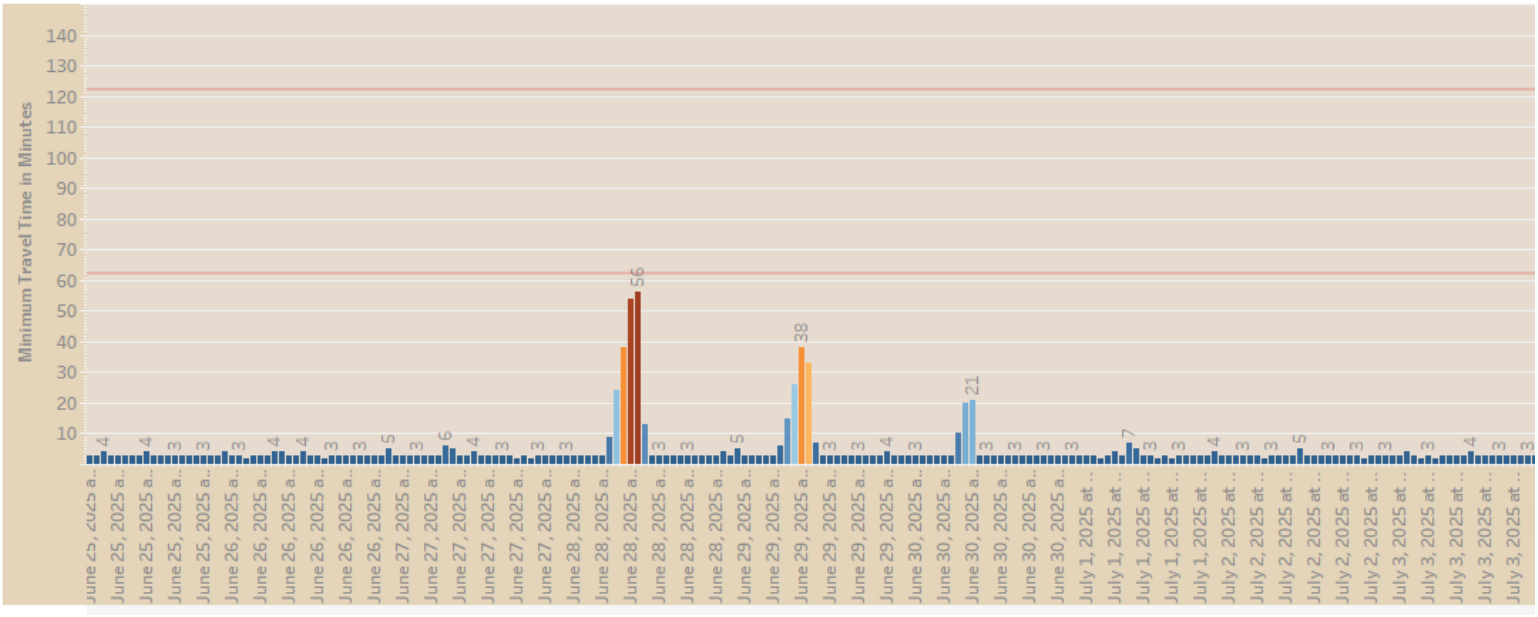
National Park Service

Presentation to Mariposa County BOS

August 2025

Arch Rock Wait Times

Travel Time from Parkline to Arch Rock is 2 mins



Number of Daily Tickets Available for Private Auto Access: 6am-2pm each day, Jun 15-Aug 15

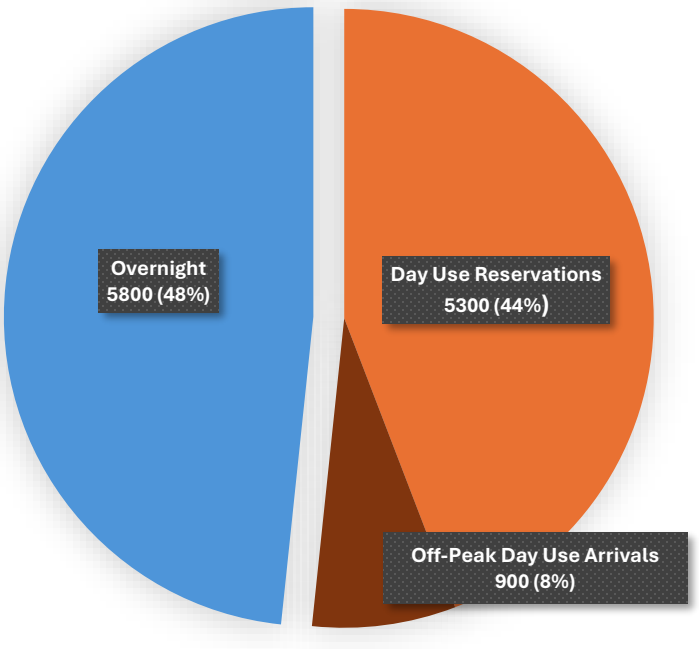
(Does not include access through lodging reservations, campground reservations, wilderness permits, commercial tours, other means)

	2024	2024 mid-August adjustment	2025 June 15 onward
Weekdays	3925	4318	5187
*Weekends***	2810	2810	3486

+31% total increase in daily tickets for 2025

**Weekends have lower daily ticket totals due to higher return rates for visitors

Estimated Daily Peak Cars = 12,000



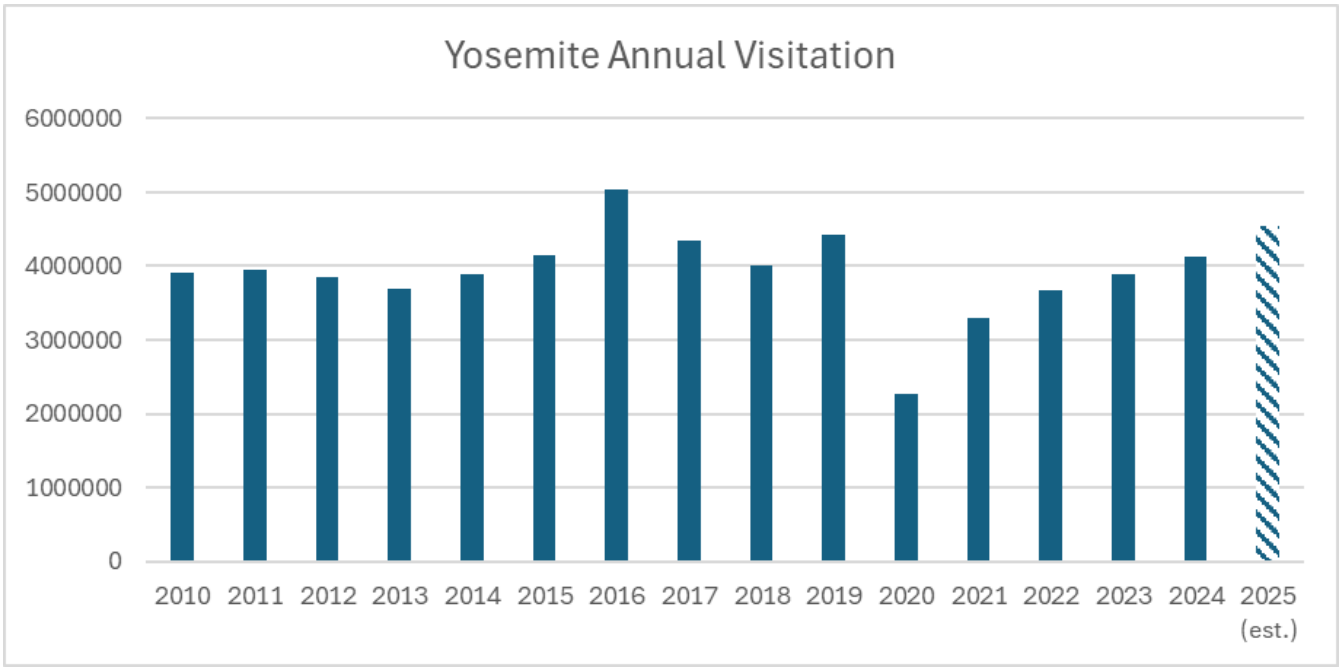


Figure 1

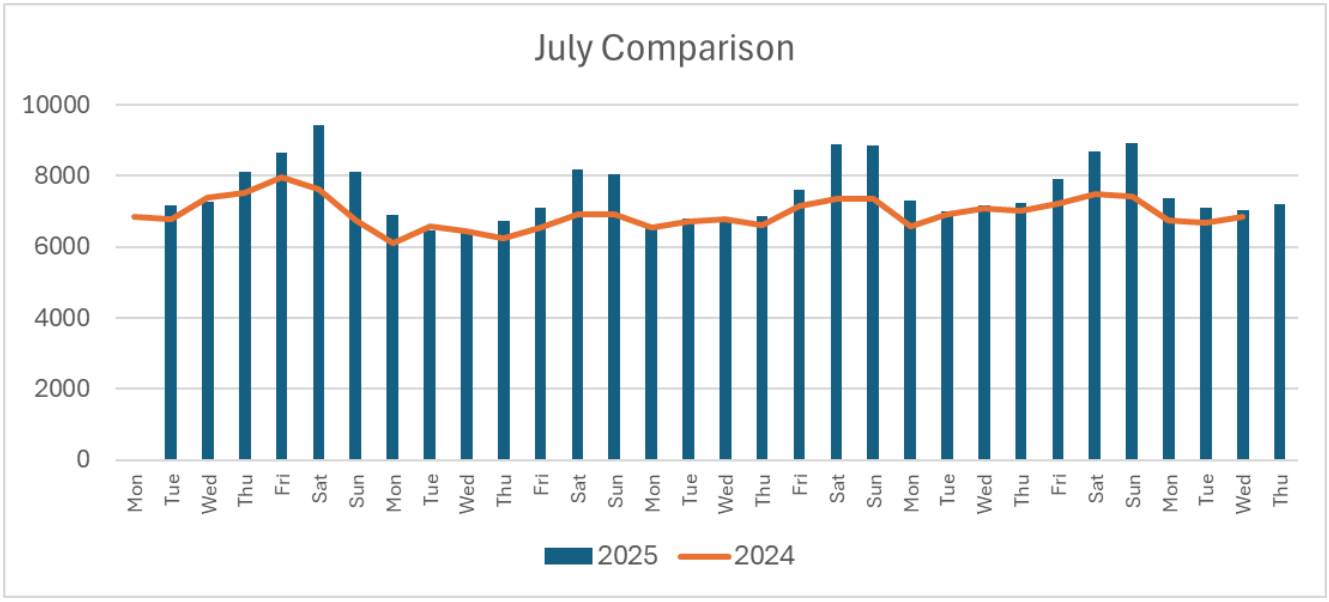


Figure 2: Visitation for July increased 9% from 2024

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Receive a Presentation from Central Sierra Economic Development District (CSEDD)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Central Sierra Economic Development District (CSEDD)

The presentation will provide regional updates on CSEDD's economic development initiatives, including progress on broadband infrastructure, Sierra Jobs First, and the upcoming youth entrepreneurship initiative.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received similar presentations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation, and miss the opportunity to learn about the regional updates from CSEDD.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Presentation for BOS 8-12-25**

August 12
2025

Mariposa County Board of Supervisors

Central Sierra Economic Development District Regional Update

Agenda:

- California Jobs First Initiative Update
- CASF Grant Update
- Funding Sources & Sustainability
- CEDS Annual Report
- Regional Activities
- Discussion / Q & A

CA Jobs First Update

Transition to the "Implementation Phase" for Sierra Jobs First

- Providing Technical Assistance – Build Capacity, Expand Access
  - Aligning projects with regional and state criteria for funding (CA Economic Blueprint)
  - Moving projects towards execution – Contracting & Collaboration
  - Funding and logistical challenges, act as a solution architect

- Sector Navigation – Driving Regional Coordination and Workforce Alignment
  - Collaborating with MLJT to serve as a credible, consistent, and culturally competent source of information for stakeholders
  - Serve as a bridge for relationship management between Eastside and Westside stakeholders, translating projects for meaningful impact across the region

CA Jobs First Update

Transition to the "Project Phase" for Sierra Jobs First

- Facilitation of Working Groups – Focus on Collaboration
  - Convened cross-sector stakeholders using the "Next-Gen" Model
    - Industry, Workforce Boards, Government, Education, CBOs
  - Focus on regional needs, promotion of local voice – Lived experience of stakeholders
  - Leverage working group insights in development of activation plans and regional strategy
  - Executed 'conference style' industry sector partnership in Healthcare 8/1/25
    - Providing value through collaboration and communication, but also driving tangible outcomes

- Sector Activation Plans – Advancing Regional 'Readiness'
  - Develop sector specific plans to guide workforce and economic development efforts
  - Establish clear goals, strategies, and actionable steps tailored to our communities
  - Built alignment with state priorities, ensuring equity amongst disinvested populations

CA Jobs First Update

Transition to the "Project Phase" for Sierra Jobs First

- CSEDD's Project Submission 'Sierra Founder's Academy'
  - Approved for partial funding - $176,000 for entrepreneurship training
  - Working to align with existing programming and educational pathways
    - Drafting an MOU w/ Sierra Commons to implement curriculum
    - Work to complement entrepreneurship programs in regional HS & Community Colleges
    - Creation of a 'Youth Chamber of Commerce' to foster sustainability and community
- Sierra Sourced Update – Supporting Regional Business
  - Approved for partial funding - $148,500 with wide ranging impacts for the region
    - Promotion across all sectors and foundational elements of regional strategic plan
    - Facilitates regional branding and identity, helping elevate the Sierra's value prop

CASF Grant Update

Procedural and Work Plan Based Activities

- Speed Testing Application – Engaging Columbia College Students, Model has driven interest from CPUC
- Fully functional as of 4/14/25
- Has generated over 100 unique tests, 3x last years effort
- Results will be used to better serve our regions communities
- https://speedtest.csedd.org/

Central Sierra
Economic Development District

CASF Grant Update

Procedural and Work Plan Based Activities

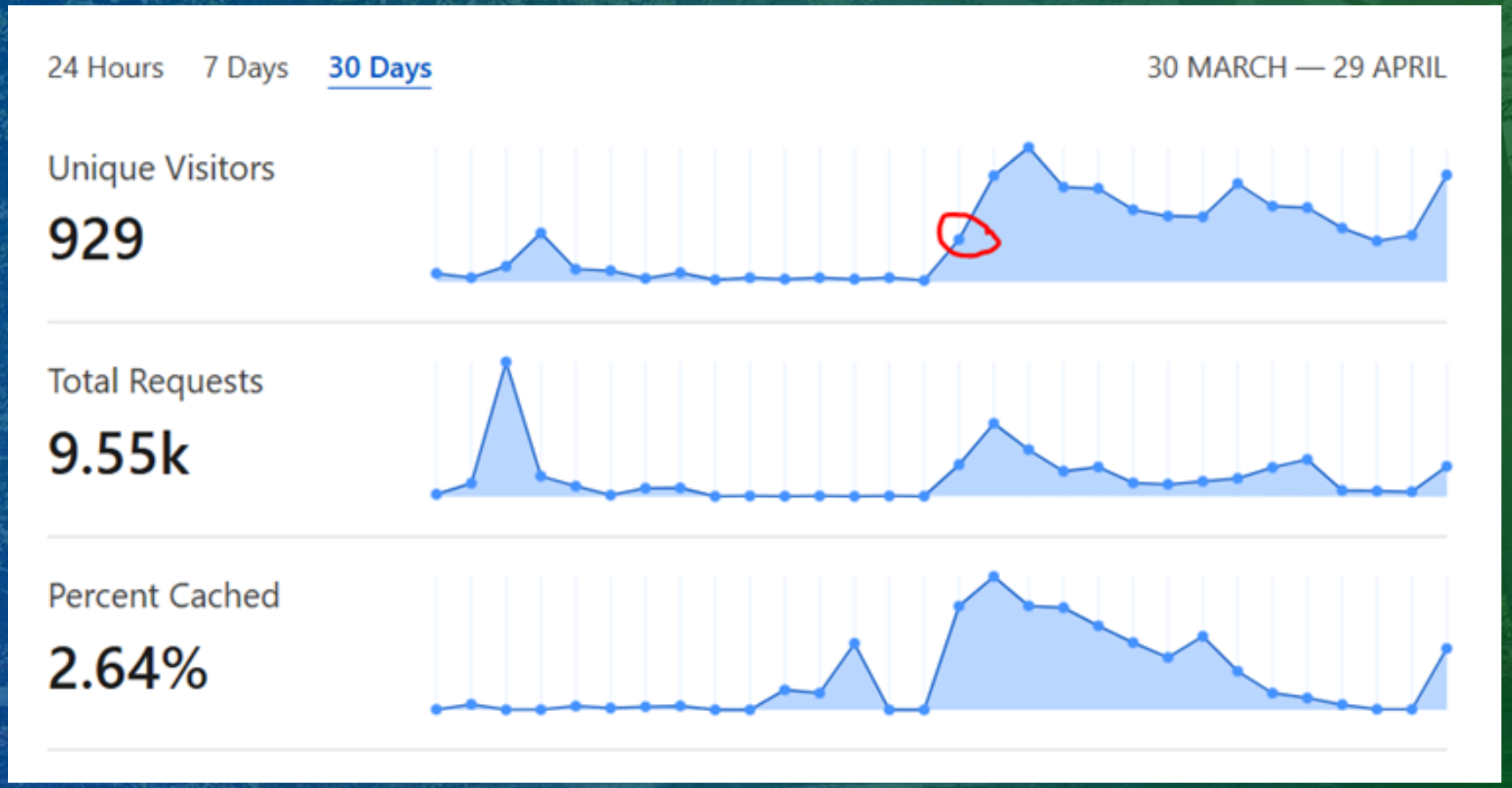
- Marketing and Outreach efforts in collaboration w/ CSUF
- Annual report submitted 3/31
- 4th Iteration of subject matter panel upcoming 8/29/25
- FFA awards coming to the region
- GSCA bringing open access model to benefit constituents and ISPs

Central Sierra
Economic Development District

FFA Grant Activity

County	Award ID	Requestor	Proj Title	FFA grant Funding
Alpine	T-17833	GSCA	GSCA Alpine County Broadband Network	$6,985,978.00
Amador	T-17853	GSCA	GSCA Amador County Broadband Network	$57,180,300.00
Loan Loss Reserve, All	T-17858	GSCA	Loan Loss Reserve	$50,000,000.00
Tuolumne	T-17874	Sierra Nevada Communications	Fiber 108 Lower Phase	$1,889,117.00
Tuolumne	T-17874	Sierra Nevada Communications	Fiber 108 - Upper Phase	$1,916,752.00
Tuolumne	T-17874	Sierra Nevada Communications	Fiber 120	$374,469.00
Tuolumne	T-17874	Sierra Nevada Communications	Fiber 108 -Strawberry Summer Hill	$2,105,330.00
Tuolumne	T-17874	AT&T	Tuolumne-1C	$3,015,032.00
Mariposa, Stanislaus, Tuolumne	T-17869	AT&T	Mariposa-1	$9,443,101.00

CSEDD Awareness Campaign



Funding Sources and Sustainability

- CASF - $595,600
- SJF Planning - $350,000
- SJF Convenor Partner - $175,000
- Sierra Founders - $176,00
- Biomass Biz Toolkit - $100,000
- DOL Healthcare – Pending
- Rural EV Chargers – Pending
- Farmers Market Promotion – Pending

Central Sierra
Economic Development District

CEDS Annual Report

Goals

1. Achieve a culture of lifelong learning to ensure a robust talent pipeline with the education and skills needed by existing and prospective employers.
2. Establish programs, policies, and practices that support and encourage economic development that respects the historic and natural environment of the region while improving residents' employment opportunities.
3. Expand the region's economic development capacity through stronger collaboration, regular communication, and strategic planning with local, regional, state, tribal, and community partners.
4. Identify and implement land management practices, policies, and strategies that incorporate resiliency and place-based initiatives.

1. Achieve a culture of lifelong learning to ensure a robust talent pipeline with the education and skills needed by existing and prospective employers.

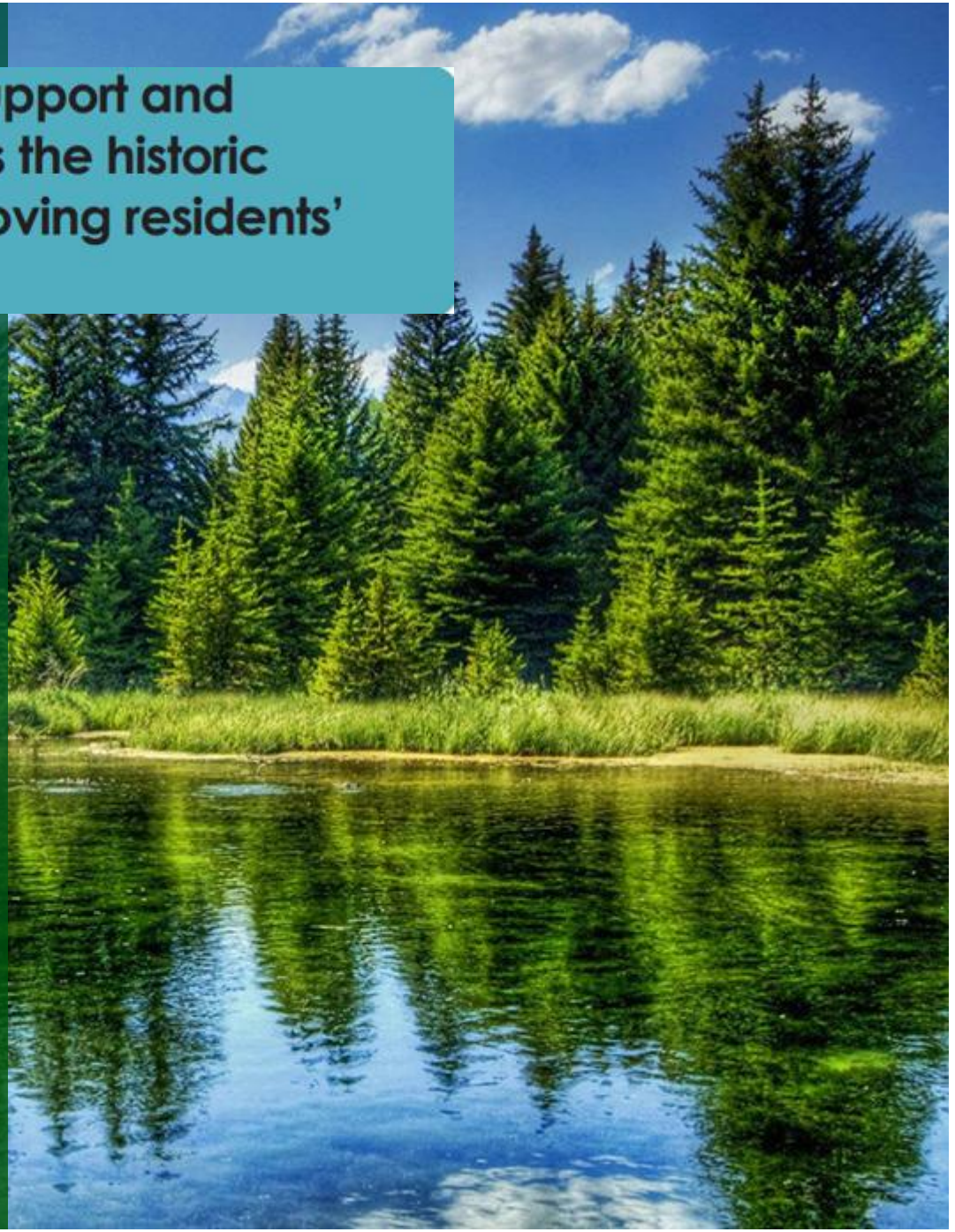
Goal #1 – Progress Report

1. Create, support and expand opportunities for CTE
2. Utilize Core Anchor Institutions to provide digital workforce and literacy training
3. Work with industry leaders to develop workforce pathways, reduce barriers
4. Reduce workforce barriers including childcare, transportation, and broadband access

2. Establish programs, policies, and practices that support and encourage economic development that respects the historic and natural environment of the region while improving residents' employment opportunities.

Goal #2 – Progress Report

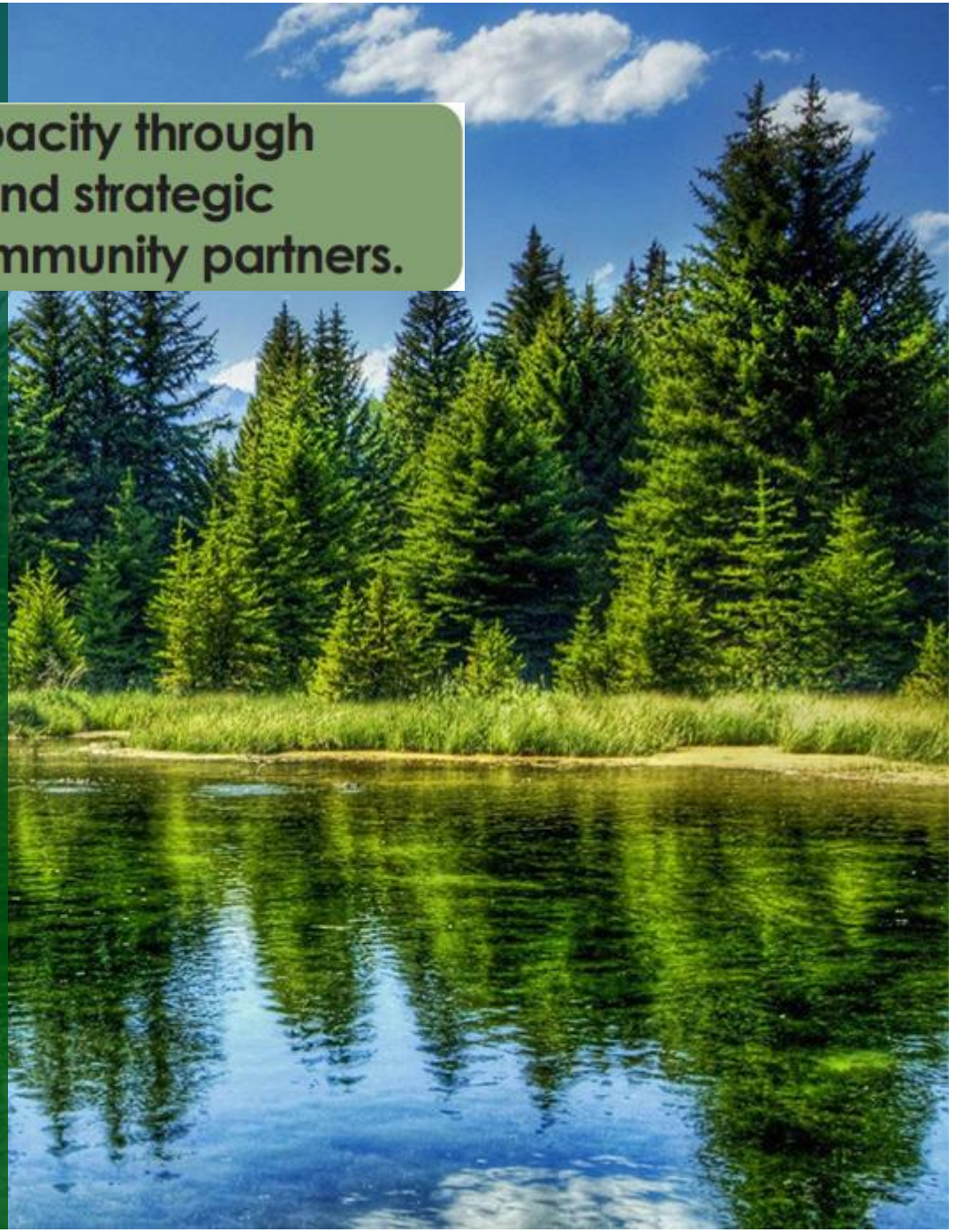
1. Restore and revitalize communities by prioritizing placemaking and cultural investments
2. Invest in the expansion and attraction of Value-Added Wood Product facilities
3. Contribute to region's innovation environment by improving quality of life
4. Promote economic equity within disinvested and barriered communities



3. Expand the region's economic development capacity through stronger collaboration, regular communication, and strategic planning with local, regional, state, tribal, and community partners.

Goal #3 – Progress Report

1. Support industry sector partnerships facilitating industry-led discussion
2. Support entrepreneurship and small business development through regional programs
3. Continue identifying and applying for funds that promote broadband connectivity and digital equity
4. Expand and leverage partnerships by engaging government, CBOs, industry and educational institutions



4. Identify and implement land management practices, policies, and strategies that incorporate resiliency and place-based initiatives.

Goal #4 – Progress Report

1. Inventory infrastructure, property, buildings, and resource access
2. Integrate biomass facilities into regional economic development in correlation w/ state initiatives
3. Develop a ‘restoration economy’ establishing a link between land practices and climate resilience
4. Prioritize clean energy and climate resilience tied to biomass and bio-fuel projects

Regional Activities
Increasing CSEDD's impact in the Sierra Region

- Attend community economic development forums & Workcon
- Day at the Capitol – Educate Legislators on WD & ED
- Support CTE of Tuolumne County
- Implemented Community Resilience Committee – TUCO Chamber
- County outreach to facilitate ongoing communication and engagement

MOTHER LODE Job TRAINING

CTE CAREER TECHNICAL EDUCATION
TUOLUMNE COUNTY

Thank you!

Questions / Comments ?

Contact: Alex Bloom

abloom@mljt.org

209-938-3069

Sophia Kaufman

skaufman@mljt.org

209-938-3093

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	August 12, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Receive a Presentation from Caltrans District 10 on Projects within Mariposa County

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Caltrans District 10 on Projects within Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Caltrans often provides formal information to the Board of Supervisors about construction projects under its control within Mariposa County. The Presentation will focus on projects throughout Mariposa County and may focus heavily on the Ferguson Rock Shed project, which secured funding in July 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to hear about current projects.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Cal Trans Presentation**

FERGUSON ROCK SHED
Mariposa County Briefing

August 12, 2025

AGENDA

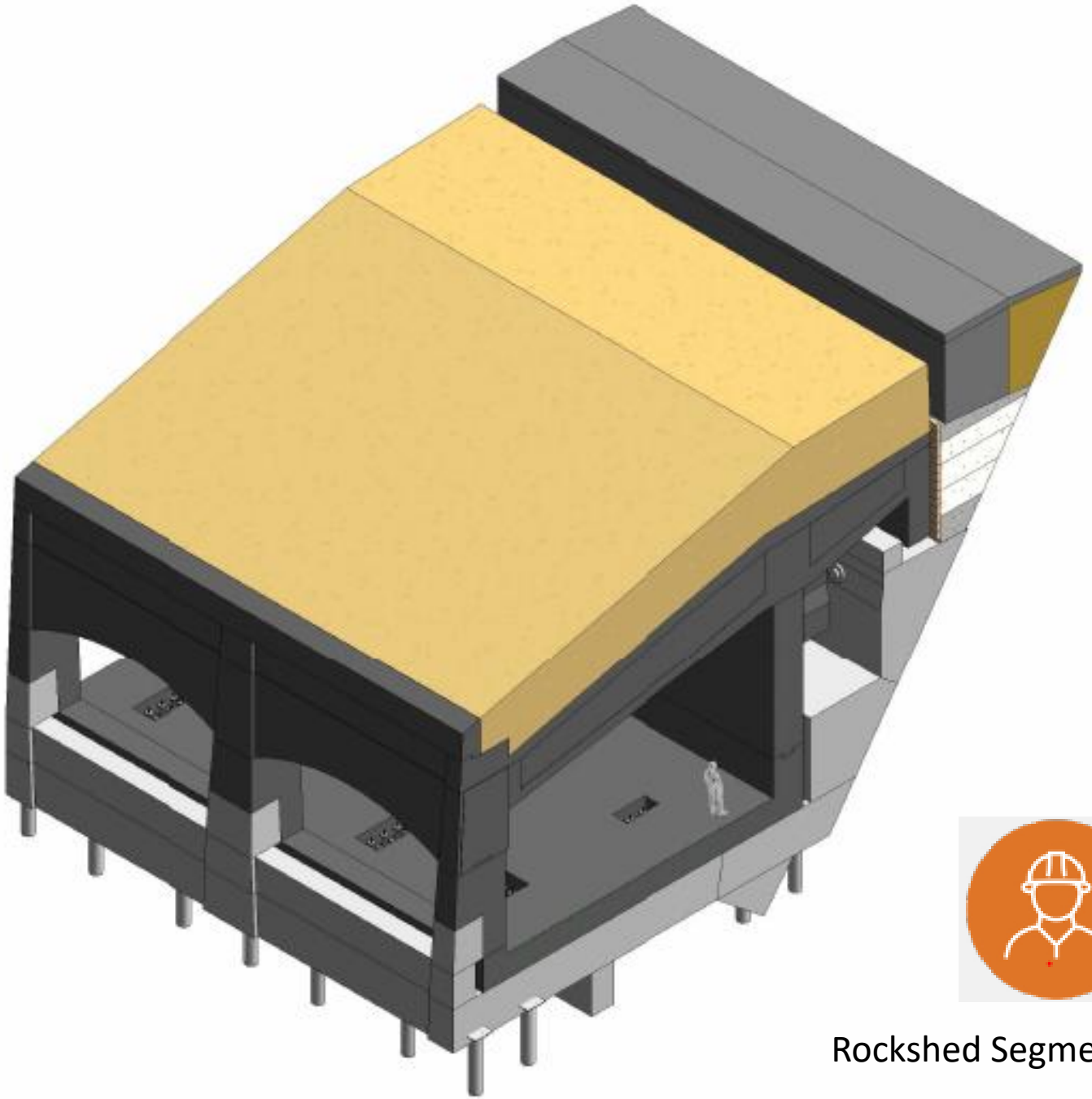
Scope

Current Status

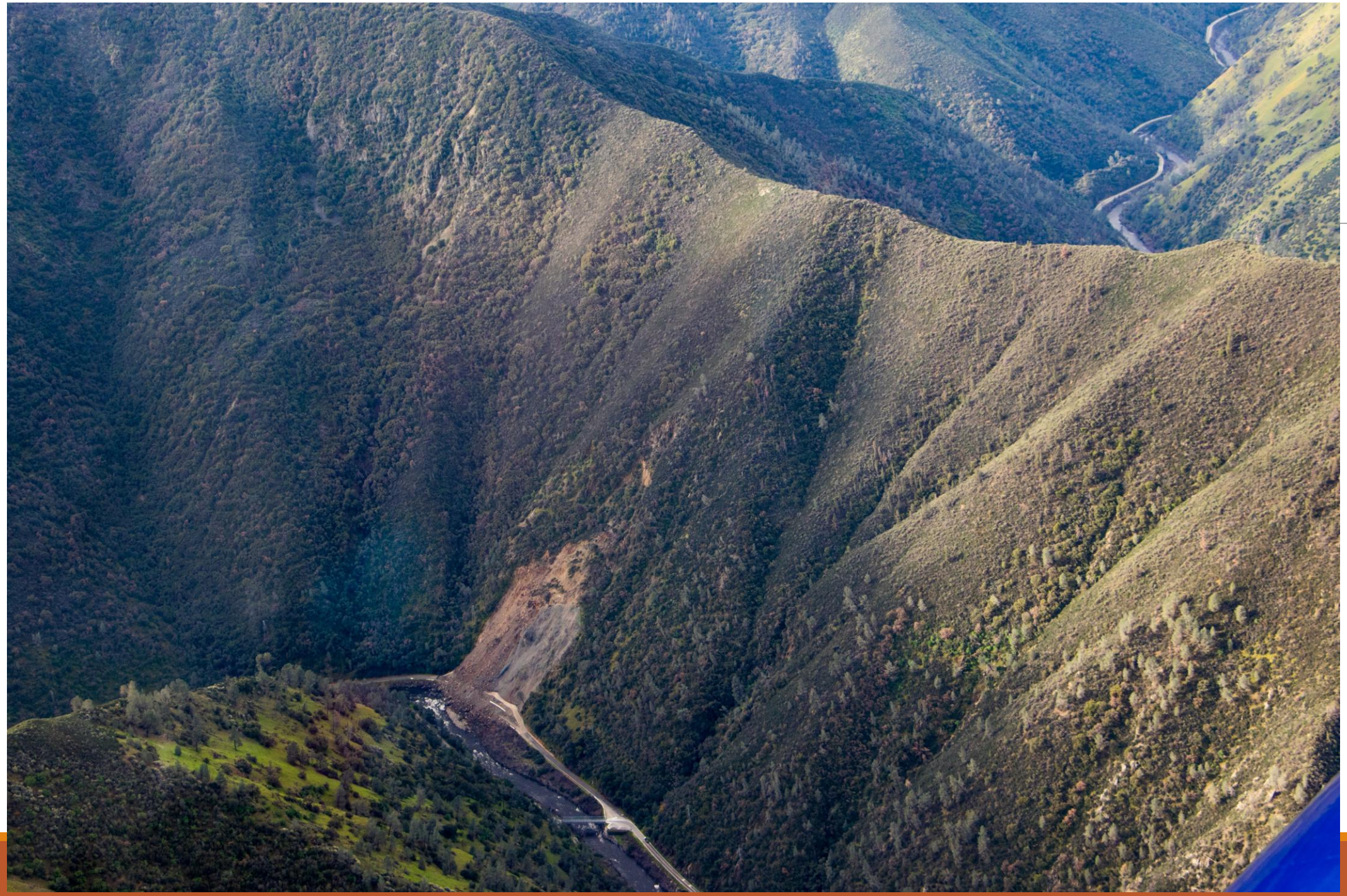
Cost Estimate

Schedule

Open Discussion



Rockshed Segment



SCOPE

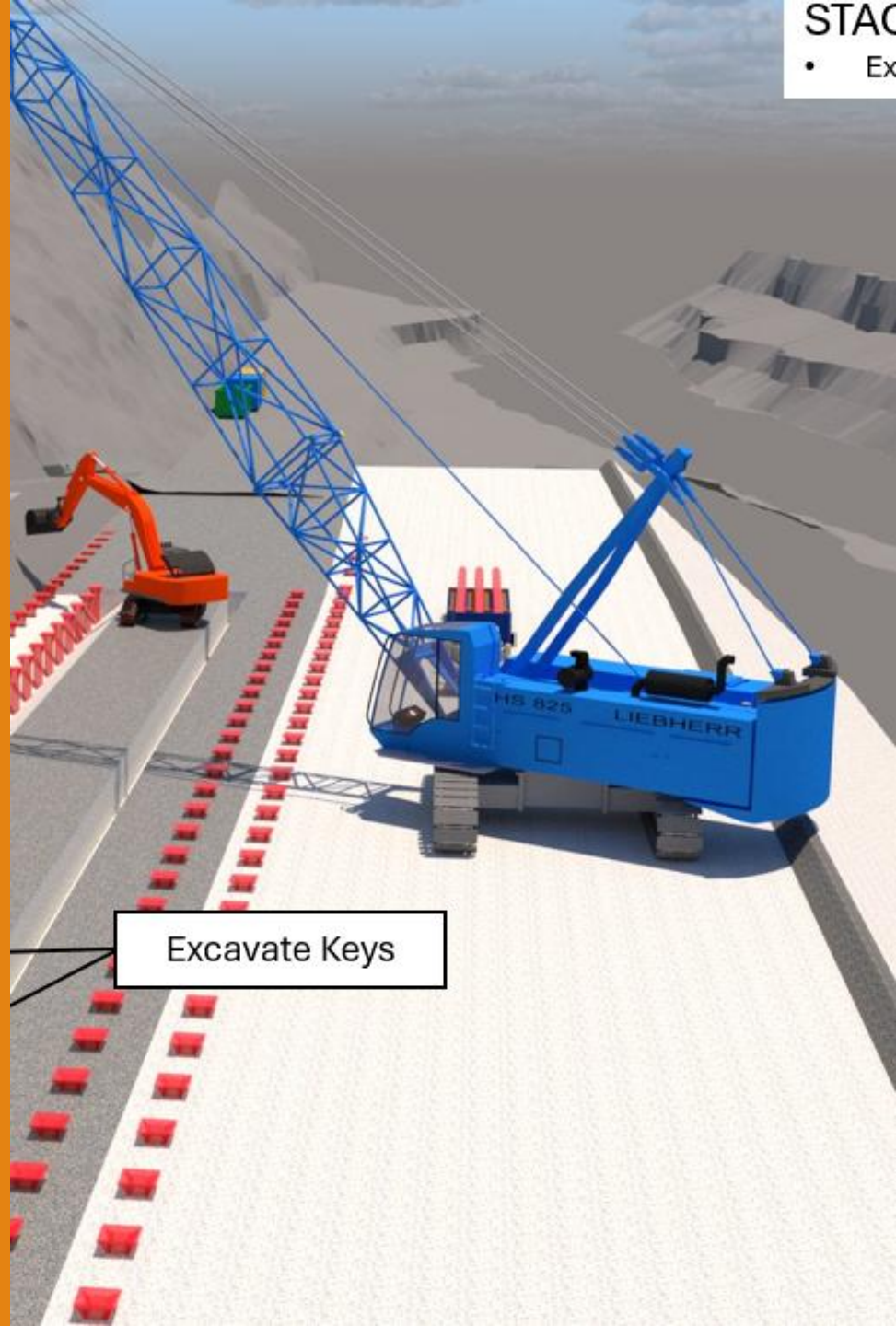
Restore full access to State Route 140 by constructing a segmentally launched Rockshed

ROCKSHED CONSTRUCTION

Construction Sequence:
Complete rock shed construction

Current Status

- Sub bids closed on 2/24/25
- 1st agreed to price meeting held on 4/17/25
- Achieved RTL on 4/21/25
- Agreed to price achieved on 4/28/25
- Programming and Allocation of construction funds were approved at the June 2025 CTC



Project Cost

Total Construction: $387,560,000

Schedule

Award Contract by August 15, 2025

Approve Contract by August 30, 2025

Begin Construction Operations Fall 2025

Questions

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Chris Trindade, Unit Chief

RE: Waive the First Reading and Introduce an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project

---

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance titled "Mariposa County Fire Hazard Severity Zones" for addition in County Code Section 8.04 (Currently 'Reserved') Which Designates Very High Fire Hazard Severity Zone Maps Developed by the California Department of Forestry and Fire Protection ("CAL FIRE") for State Responsibility Areas Pursuant to Government Code 51179(a); Authorize Submission of the Ordinance and Associated Map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02; Find That The Ordinance Is Not Subject to The California Environmental Quality Act ("CEQA"); and Direct Staff to File a Notice of Exemption for the Project.

CAL FIRE has prepared and distributed Fire Hazard Severity Zone (FHSZ) Maps for communities in State Responsibility Areas ("SRA") for decades. An FHSZ is a geographic area classified by the State as having moderate, high, or very high wildfire hazard. CAL FIRE has developed and regularly field tests a model that evaluates the probability of an area burning and potential fire behavior in that area under extreme fuel and weather conditions. The factors included in determining fire hazard include fire history, flame length, blowing embers, terrain, vegetation cover, local weather, and potential fuel over a 50-year period. The Office of the State Fire Marshal within CAL FIRE regularly reviews and updates the FHSZ maps. The most recent Mariposa County FHSZ map is attached.

In February and March of 2025, CAL FIRE released the 2025 Local Responsibility Area ("LRA") Fire Hazard Severity Maps. Local Responsibility Areas are areas in which the financial responsibility for preventing and suppressing fires is primarily the responsibility of a city, county, city and county, or district. Under California Code, local governments must adopt these maps when changes affect areas designated as LRA Very High Fire Hazard Severity Zones ("VHFHSZ"). Section 51179 of State Code allows a local agency to increase the level of hazard severity zones beyond what the Office of the State Fire Marshal designates in the FHSZ maps, but 51179(b)(3) prohibits a local agency from decreasing the

level of fire hazard severity for any area within the jurisdiction of the local agency. Fifty-five of California's fifty-eight counties were required to prepare ordinances adopting the LRA VHFHSZ maps; only Alpine, Mariposa, and Trinity counties were not required to do so because they do not have LRA.

However, in 2022, the Board of Forestry released the first iteration of the Fire Risk Reduction Community List ("FRRCL") as mandated by Public Resources Code 4290.1. The list includes local agencies located in an SRA or VHFHSZ that meet best practices for local fire planning. The first criterion necessary for a community to be included in the List is the adoption of a local ordinance similar to those adopted by the other fifty-five counties and that which is proposed for adoption by this item. Given that Mariposa County has contracted with CAL FIRE for fire protection services and the Mariposa-Madera-Merced Unit utilizes CAL FIRE maps to carry out their responsibilities, approval of this proposed ordinance is reasonable.

County Fire, the County's Office of Emergency Management and the Mariposa County Fire Advisory Committee (MCFAC) use the FHSZ maps in wildfire risk assessment (including prioritizing fuel reduction projects), emergency preparedness and outreach (including pre-positioning of emergency resources), incident response and planning (including the determination of pre-evacuation and evacuation routes and zones) and in grant and funding alignment. In addition, FHSZ maps designate areas where California's defensible space standards and wildland urban interface building codes are required.

CAL FIRE's FHSZ maps drive local planning decisions, not insurance decisions. Insurance companies have access to risk analysis tools such as FireLine and CoreLogic, which draw on data sets similar to those of CAL FIRE but which also include company-specific risk assessment algorithms.

As noted in the attached Fire Risk Reduction Community List Information for Applicants document, the incentives for inclusion in the FFRCL are that: (a) priority is assigned to grant applications for communities on the List; and (b) possible insurance discounts may be available to FRRCL communities. While work continues on other actions necessary for Mariposa County to be considered for inclusion in the List, this item requests approval of the map, which is required by criterion #1.

This item also asks that the Board find that the ordinance is not subject to the CEQA pursuant to CEQA Guidelines 15378(b)(5) as it is an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved a number of documents that represent best practices for local fire planning, including:

- The Mariposa County Community Wildfire Protection Plan was initially approved in 2021 and amended in 2024.
- The Local Hazard Mitigation Plan (LHMP) was approved in 2015, revised and approved in 2020, and revised and approved on May 20, 2025.
- The Safety Element of the General Plan was initially adopted by the Board in December 2006 as part of the Mariposa County General Plan, revised by Resolution No. 2015-371 initiating amendments to incorporate, by reference, the LHMP, and again in 2017 to, among other actions, approve Mariposa County's responses to the Board of Forestry and Fire Protection

recommended modifications to the draft Safety Element.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt, and the County could potentially forego the benefits identified by the Board of Forestry of inclusion in the List.

FINANCIAL IMPACT

Possible reductions in approvals of Wildfire Prevention Grant funding.

ATTACHMENTS

1. **Mariposa County 8.04 Ordinance Draft**
2. **Fire Map**
3. **20250731 DRAFT NOE MPSA FIRE MAP ADOPTION**
4. **20250731 Draft Summary Ordinance 8 04 FIRE MAP**
5. **2025 FRRCL- Brochure**

VOTE RESULT

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

Mariposa County Ordinance No. ___

AN ORDINANCE CREATING A NEW CHAPTER 8.04 OF THE MARIPOSA COUNTY CODE TITLED "MARIPOSA COUNTY FIRE HAZARD SEVERITY ZONES"

WHEREAS, the State Fire Marshal is mandated by Public Resources Code 4202 to classify lands within State Responsibility Areas into Fire Hazard Severity Zones (FHSZ), and

WHEREAS, Government Code 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria and based on the severity of the fire hazard that is expected to prevail in that area, and

WHEREAS, the Office of the State Fire Marshal advised Mariposa County that, we do not have Local Responsibility Areas (LRAs) which are "areas of the state in which the financial responsibility of preventing and suppressing fires in the primary responsibility of a city, county, city and county, or district", and

WHEREAS, all areas of Mariposa County are either Federal Responsibility Areas or State Responsibility Areas (SRA) and CAL FIRE is financially responsible for wildfire prevention and suppression in the SRA, and

WHEREAS, Mariposa County has signed cooperative agreements with CAL FIRE for fire protection services since June 28, 2016 and CAL FIRE utilizes the Fire Hazard Severity Zone Maps to plan for and execute fire suppression operations, and

WHEREAS, the maps are currently posted on the Mariposa County website for public view and comment, and specifically are located at: https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

NOW THEREFORE, BE IT ORDAINED the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, hereby finds as follows:

SECTION I. Mariposa County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

SECTION II. Authorize staff to submit this Ordinance and associated map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02

SECTION III. The Board finds that this Ordinance is exempt pursuant to the California Environmental Quality Act ("CEQA") and the Board directs staff to file the notice of exemption for the project.

SECTION IV. The map, which may be updated from time to time by the Office of the State Fire Marshal, is approved by Mariposa County and titled "Mariposa County Fire Hazard Severity Zones" and is attached as Exhibit A and hereby incorporated by reference.

SECTION V. Chapter 8.04 is hereby created to read as follows:

8.04 Mariposa County Fire Hazard Severity Zones

8.04.010 Purpose

The provisions of this chapter are to designate into this Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

8.04.020 Definitions

The following definitions are adopted for the purposes of this chapter:

A. “Mariposa County Fire Hazard Severity Zones” means the State Responsibility Areas Fire Hazard Severity Zones (FHSZ), as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as amended from time to time, and as designated and adopted by the Mariposa County Board of Supervisors.

B. "State Responsibility Area” means Public Resources Code - PRC § 4102 definition of areas applicable to Mariposa County, being an area of the state, in which the financial responsibility of preventing and suppressing fires has been determined by the Board of Forestry pursuant to Section 4125 to be primarily the responsibility of the state.

8.04.030 Mariposa County Fire Hazard Severity Zones Map

The attached official hazard map is herewith incorporated by reference and entitled “Mariposa County Fire Hazard Severity Zones” which are the State Responsibility Area Fire Hazard Severity Zones as defined by the State Fire Marshal (dated June 15, 2023), as may be amended from time to time, and shall be for the purpose of evaluating local wildfire hazard planning decisions and not insurance wildfire risk underwriting decisions. The official hazard map is also located electronically on the following County website: https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

SECTION VI: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED this XX day of August 2025 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

Walter W. Wall
County Counsel

Exhibit A

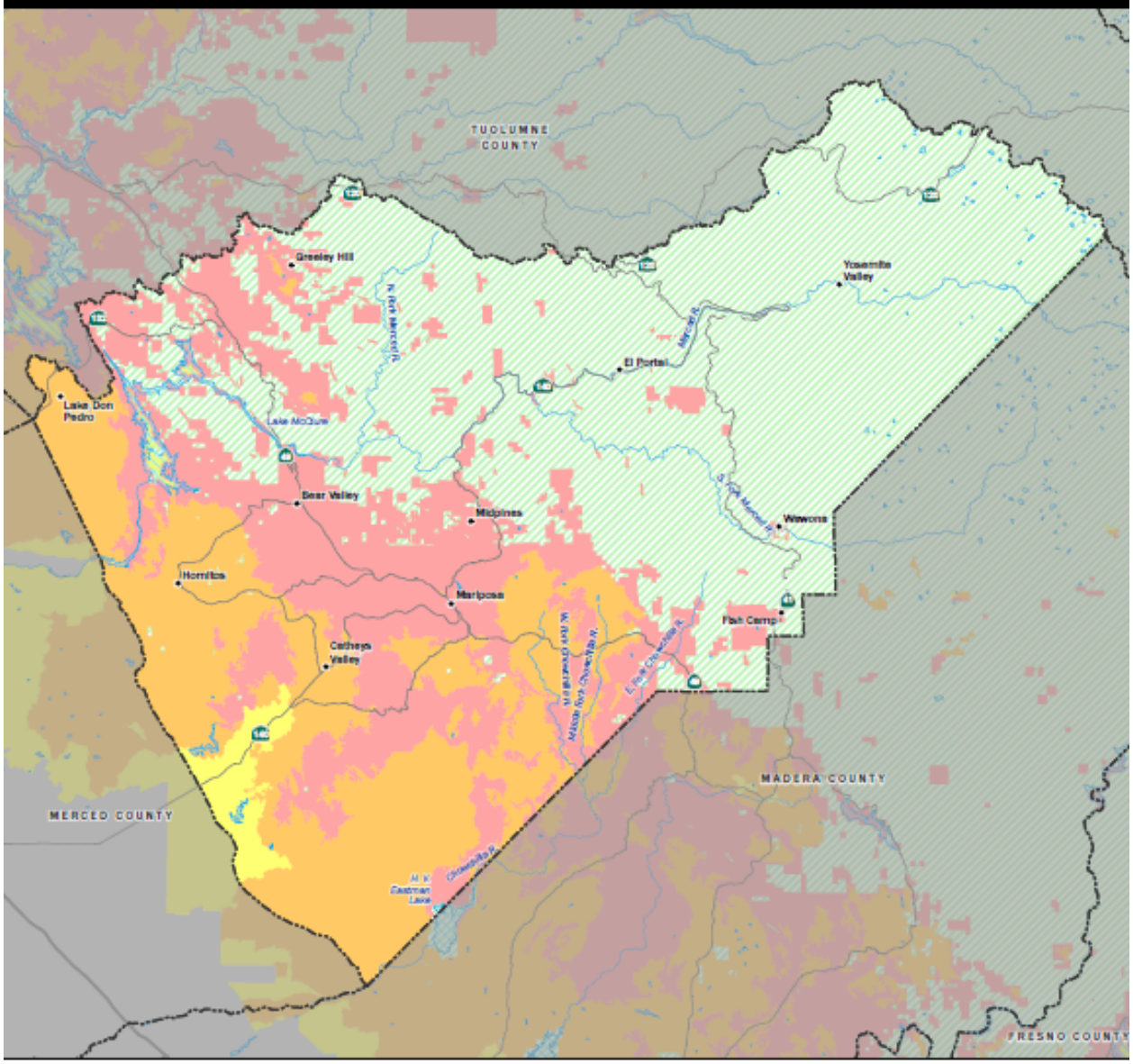
See below for full Map

Also available at:
https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

MARIPOSA COUNTY

State Responsibility Area Fire Hazard Severity Zones

June 15, 2023



Fire Hazard Severity Zones in State Responsibility Area (SRA)

Very High	218,184 Acres	
High	206,174 Acres	
Moderate	18,278 Acres	

Fire Protection Responsibility Areas (non-SRA)

- Federal Responsibility Area (FRA)
- Local Responsibility Area (LRA)
- Waterbody

0 5 10 Miles

0 5 10 15 20 Kilometers

Projection: NAD 83 California Teale Albers
Scale: 1:380,000 at 11" x 17"

Public Resources Code 4201-4204 directs the California Department of Forestry and Fire Protection (CAL FIRE) to map fire hazard within State Responsibility Areas (SRA) based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These zones, referred to as Fire Hazard Severity Zones (FHSZ), classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone.

Access PDF versions of the maps at **https://osfm.fire.ca.gov/fhsz-maps**. For more information, please visit the Frequently Asked Questions document for the 2023 Fire Hazard Severity Zones at **https://osfm.fire.ca.gov/fhsz** or scan the QR code at right. If you have further questions, please call 916-633-7655 or email **FHSZcomments@fire.ca.gov**.

Scan or click the QR code for more information and to visit the interactive FHSZ viewer.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Obtain FRAP maps, data, metadata, and publications at https://frap.fire.ca.gov.
For more information, please call 916-633-7655 or email FHSZcomments@fire.ca.gov.

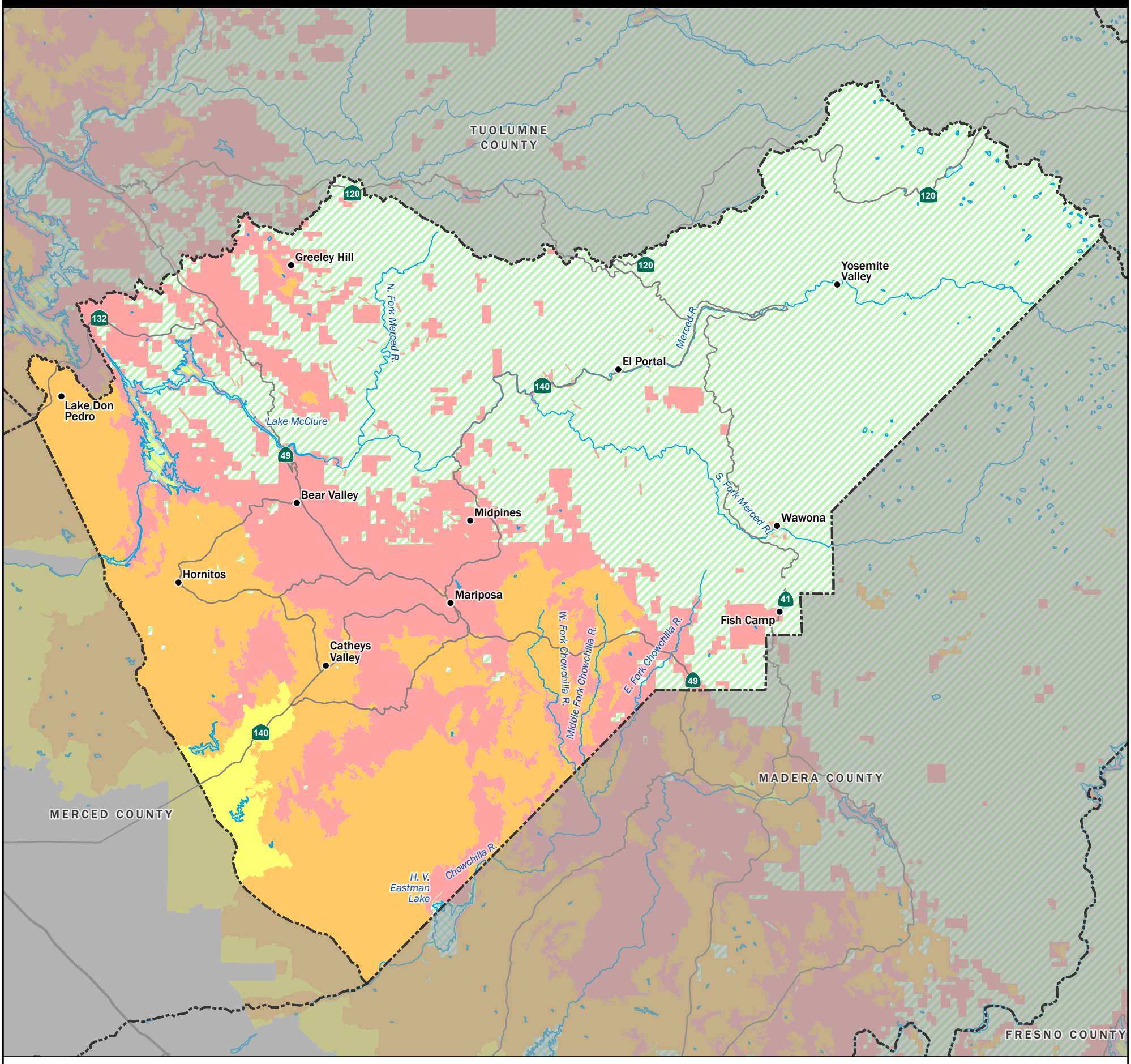
Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency
Daniel Berlant, Acting State Fire Marshal, California Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA23_2)

MARIPOSA COUNTY

State Responsibility Area Fire Hazard Severity Zones

June 15, 2023



Fire Hazard Severity Zones in State Responsibility Area (SRA)

Very High	219,164 Acres
High	206,174 Acres
Moderate	18,276 Acres

Fire Protection Responsibility Areas (non-SRA)

- Federal Responsibility Area (FRA)
- Local Responsibility Area (LRA)
- Waterbody

0 5 10 Miles

0 5 10 15 20 Kilometers

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For more information, please call 916-633-7655 or email FHSZcomments@fire.ca.gov.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency

Daniel Berlant, Acting State Fire Marshal, California Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA22_2)

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: An Ordinance creating a new chapter 8.04 of the mariposa county code titled "Mariposa County Fire Hazard Severity Zones" which designates fire hazard severity zones in Mariposa County.

Project Location: Countywide

Description Of Project: Adoption of an ordinance adding new provisions to Mariposa County Code Title 8, Health and Safety, §8.04. titled Mariposa County Fire Hazard Severity Zones, which is to designate into Mariposa County Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

Name of Public Agency Approving Project: Mariposa County

Name of Persons Carrying Out Project: Mariposa County

Exempt Status: Categorical Exemption, Class 5; Section 15061 (b) (3) The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Reason Why Project Is Exempt: The action is for ordinance adoption to add a Chapter to Mariposa County Code Title 8, Health and Safety, §8.04. entitled Mariposa County Fire Hazard Severity Zones, is to designate into Mariposa County Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

The Ordinance language and map itself does not allow for any physical development. The action would not authorize or allow for any physical changes to

the environment as any part of the adoption of the ordinance for local adoption of the State Fire Hazard Severity Zone Map for Mariposa County. Due to no physical changes allowed by the action, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Lead Agency Contact Person: Steve Engfer, Planning Director

Phone Number: (209) 966-5151

Mariposa County, Planning Department

_____ _____

Steve Engfer, Planning Director Date

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE CREATING A NEW CHAPTER 8.04 OF THE MARIPOSA COUNTY CODE TITLED "MARIPOSA COUNTY FIRE HAZARD SEVERITY ZONES" WHICH DESIGNATES FIRE HAZARD SEVERITY ZONES IN MARIPOSA COUNTY

Notice is hereby given that on Tuesday, September 2nd, 2025, at 9:00 a.m. or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adopting an ordinance adding to Mariposa County Code Title 8, Health and Safety, §8.04. Titled Mariposa County Fire Hazard Severity Zones and adopting the following:

SECTION I. Mariposa County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

SECTION II. Authorize staff to submit this Ordinance and associated map to the Board of Forestry and Fire Protection Pursuant to 14 CCR 1280.02

SECTION III. The Board finds that this Ordinance is exempt pursuant to the California Environmental Quality Act (”CEQA”) and the Board directs staff to file the notice of exemption for the project.

SECTION IV. Approval of Exhibit A Map – Full version available at:
https://www.mariposacounty.org/DocumentCenter/View/100676/Fire-Hazard-Severity-Zones-Map

SECTION V. Adoption of Chapter 8.04 “Mariposa County Fire Hazard Severity Zones”

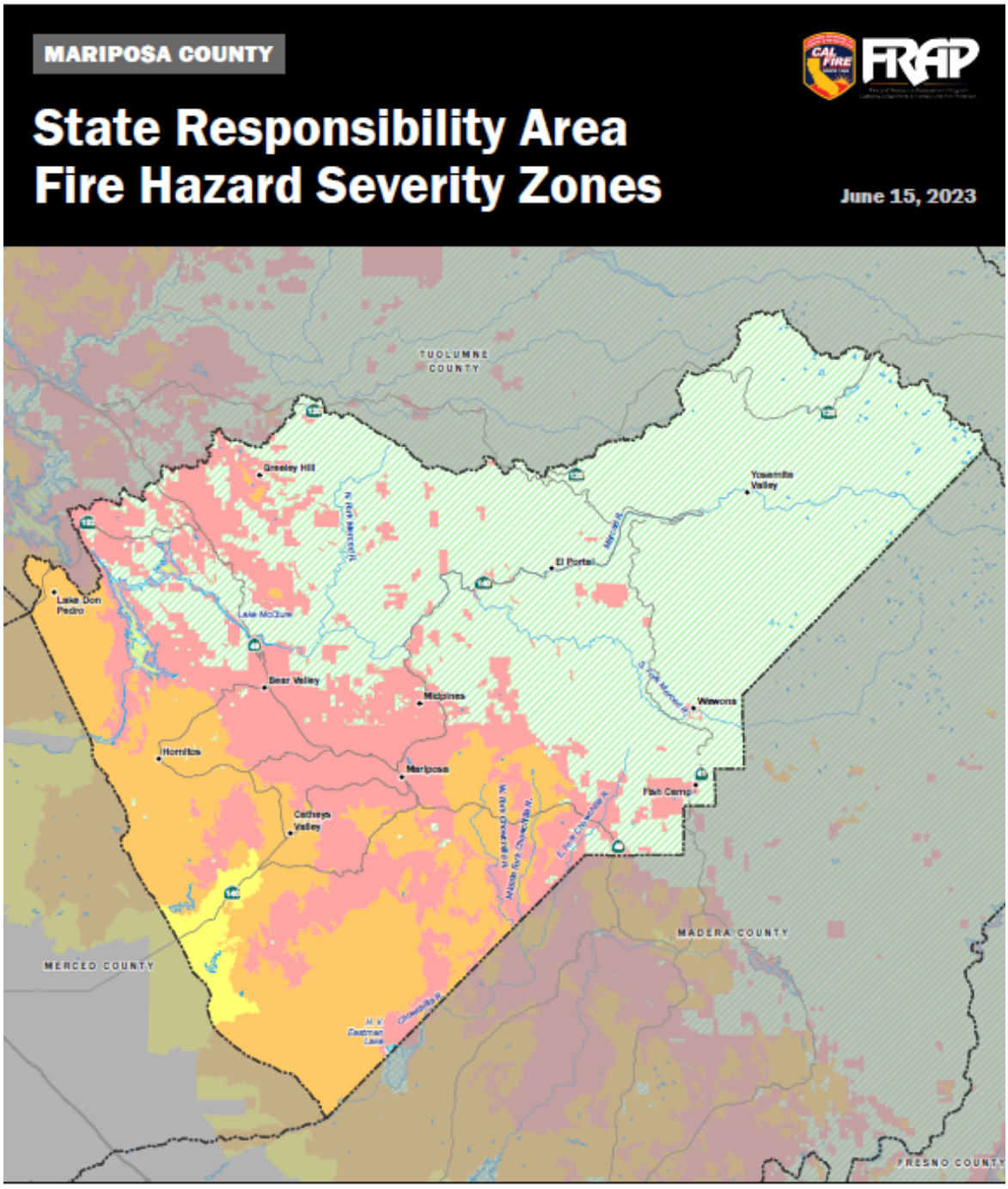
SECTION VI: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

The purpose is to designate into this Code the levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51178 in the State Responsibility Area applicable to Mariposa County, that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board

EXHIBIT A



Public Resources Code 4201-4204 directs the California Department of Forestry and Fire Protection (CAL FIRE) to map fire hazard within State Responsibility Areas (SRA) based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. These zones, referred to as Fire Hazard Severity Zones (FHSZ), classify a wildland zone as Moderate, High, or Very High fire hazard based on the average hazard across the area included in the zone.

Access PDF versions of the maps at **https://osfm.fire.ca.gov/fhsz-maps**. For more information, please visit the Frequently Asked Questions document for the 2023 Fire Hazard Severity Zones at **https://osfm.fire.ca.gov/fhsz** or scan the QR code at right. If you have further questions, please call 916-633-7655 or email **FHSZcomments@fire.ca.gov**.

Scan or click the QR code for more information and to visit the interactive FHSZ viewer.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, California Natural Resources Agency

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA_23_2)
CAL FIRE State Responsibility Areas (SRA22_2)

Board of Forestry and Fire Protection

Fire Risk Reduction Community List

Information for Applicants

What is the Fire Risk Reduction Community List?

The Fire Risk Reduction Community List (FRRCL) is a list of local agencies located in state responsibility areas or very high fire hazard severity zones that meet best practices for local fire planning.

What are the benefits to local agencies ?

- Priority for CAL FIRE Wildfire Prevention Grants
- Possible insurance discounts for FRRCL communities.

How can my agency apply for the list?

The application form is available on: bof.fire.ca.gov

WHO IS ELIGIBLE TO APPLY?

- Cities
- Counties
- Tribal Nations
- Special Districts

Connect with us!

Call Us
+916-653-8007

Visit Our Website
www.bof.fire.ca.gov

email:
LandUsePlanning@bof.ca.gov

Benefit of FRRCL for Grants

Wildfire Prevention Grants are funds for projects in and near fire threatened communities to improve public health and safety while reducing greenhouse gas emissions. CAL FIRE's Wildfire Prevention Grants can be used to fund projects or activities focused on the protection of people, structures, and communities.

What types of projects can be funded with Wildfire Prevention Grants?

Hazardous Fuels Reduction

- Vegetation Clearance
- Fuel Breaks
- Chipping Days
- Prescribed Grazing
- Green Waste Programs

Wildfire Prevention Planning

- Wildfire Risk Mapping
- Strategic Fire Planning Documents

Wildfire Prevention Education

- Outreach Programs
- Educational Materials

Wildfire Prevention Grant applicants will receive priority if the applicant is on the Fire Risk Reduction Community List, or if the applicant plans to utilize the grant funding to meet the List eligibility requirements.

Want to learn more about CAL FIRE's Grants Program?

Benefit of FRRCL for Insurance

The California Department of Insurance "Safer From Wildfires" regulations in Title 10, Section 2644.9(d), require insurance companies to use a rating plan that takes into account and reflects whether a structure is in a Fire Risk Reduction Community.

Read the Safer From Wildfire Regulations Here!

FRRCL communities may see a discount on insurance costs. Property owners in FRRCL communities can be directed to the Board's FRRCL webpage to access the list and other supporting documents for submission to their insurance providers. Questions or concerns regarding their insurance can be directed to the California Department of Insurance, or their insurance provider.

Quick Links for Property Owners

For documents which can be submitted to insurance Providers to verify FRRCL community status, including the resolution of Board approval:	Board of Forestry's FRRCL Webpage
For information on Safter from Wildfires insurance discounts for homeowners:	California Department of Insurance, Safer from WIldfires

Ready to Apply for the Fire Risk Reduction Community List?

To receive the Fire Risk Reduction Community designation, and benefits of the FRRCL, qualifying agencies must apply during the open application period. Once the list is updated it will remain valid for two years.

Timeline:

The application for the 2026 list will open July 1, 2025 and close October 1, 2025. Applicants *including* returning applicants *must* apply during the open application period for inclusion in the 2026 list.

July 1st, 2025
Application period opens. Application form posted to the Board's FRRCL webpage. Board staff begins review of applications.

October 1st, 2025
Application period closes, all applications due by midnight. Application form removed from webpage.

October 2025- June 2026
Board staff reviews applications. Applicants will be notified if additional information is needed to process their application. The Board will send notifications on application status.

June 16-17, 2026
The tentative 2026 FRRCL comes first before the Resource Protection Committee, and the before the full Board. Full Board will vote to adopt 2026 FRRCL.

July 1st, 2026
2026 list becomes effective. List is posted to the Board's website. List will remain active for 2 years.

Application Tips

- Complete your application early.
- Provide files in lieu of links.
- Include the name of the local agency in file names.
- For lengthy documents such as Local Hazard Mitigation Plans, note which pages contain the pertinent details.
- Include at least two points of contact with up-to date information.

Once my agency has submitted our application, what can we expect next?

Your application will be reviewed by Board staff. If additional information is needed to process your application Board staff will contact your agency via the information provided on your agency's FRRCL application. You will be notified of your application status during the Board review period. If the applicant meets all requirements the agency's name will be recommended to be added onto the next iteration of the list.

The list will first come before the Resource Protection Committee, and then before the full Board for adoption. Both meetings are open to the public.

To be added to the Board's mailing list and receive FRRCL updates including open application period notifications please email: LandUsePlanning@bof.ca.gov

Cities and Counties

To qualify for the FRRCL cities and counties will need to demonstrate compliance and exceedance of state minimum fire regulations.

Cities and Counties should complete the "City and County" portion of the application form. There are 10 total criteria, criteria 1-4 are mandatory criteria, and 5-10 are optional criteria. To qualify for the list a city or county would need to meet all 4 mandatory criteria, and 2 optional criteria.

Mandatory Criteria

The first four criteria are designed to determine whether a city or county has done its due diligence in keeping compliant with state regulations. In this portion cities and counties will be asked to provide documentation showing they have fulfilled the requirements of the following areas:

- **Fire Hazard Severity Zones**
- ***For Counties only:*** **Subdivision Map Submission**
- **Safety Elements**
- **Subdivision Review Recommendations**
- **Progress Reports**

Click on the links above for more information!

Optional Criteria

The optional criteria are designed to credit agencies for local fire planning actions they have taken which exceed state minimums or demonstrate best practices. Cities and counties can select which two optional criteria they would like to use to qualify.

Low Income Cities and Counties

The FRRCL program includes additional avenues for low-income cities and counties to qualify for the List. To be considered a **low-income city** the median household income must be equal or less than **80% of the area median income for the county** in which it is located.

A **county** with a median household income equal to or less than **80% of the California statewide median household income** is defined as low income.

Low Income cites and counties must meet all applicable mandatory criteria, one optional criteria, and have one optional criteria included as an objective in their Safety Element.

Special Districts and Tribal Nations

To qualify for the FRRCL designation, a special district or Tribe will need to demonstrate it meets or exceeds best fire planning practices. The application form consists of eligibility criteria which allow applicants to receive credit for a variety of fire planning actions, ranging from administrative actions to participating in community outreach and education.

Special Districts and Tribal Nations that are not cities and counties should complete the "Non-City and County" portion of the application. The application consists of 7 optional eligibility criteria. Special districts and Tribal applicants will qualify for the list if they demonstrate they meet 2 of the criteria.

What type of fire planning actions can be used to qualify for the list?

There are many actions that can be utilized to qualify for the list, such as:

- Recent adoption of a Community Wildfire Protection Plan.
- Active engagement Firewise USA community.
- Implementation of a California Vegetation Treatment Program (CalVTP) project.
- Identification of wildfire as a high priority hazard in a recent Local or Tribal Hazard Mitigation Plan.
- Implementation of an ongoing public outreach and education program about water conservation, defensible space, or Traditional Ecological Knowledge pertaining to fire.

Low Income Special Districts and Tribal Nations

The FRRCL program includes additional avenues for low-income special districts and Tribes to qualify for the List. To be considered low-income the special district or Tribe must serve **at least one city or county with a median household income equal or less than 80% of the area median income for the county or state** in which it is located. Low Income special districts or Tribes must meet 1 criteria, and have one criteria included as an objective or expected outcome in that agency's strategic plan or similar.

What type of evidence will my agency be asked to provide?

As part of the FRRCL application process you will be asked to submit evidence for each criterion being used to qualify.

For example, a Fire District might submit a flyer from a recent community event to demonstrate active engagement with a Firewise USA community.

MARIPOSA COUNTY

Board of Supervisors

Ordinance

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey)

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance" (Supervisor Menetrey).

The Board of Supervisors desires to amend Chapters 6.08 and 6.16 and add Chapter 6.10 of the Mariposa County Code and thereby expand the ability of the Animal Control Officers to respond to threats to public safety. These critical amendments will clarify the animal control officers' authority and create a new section to provide permits for multiple pet households.

The recommended changes will update the original ordinance chapters to enhance public peace, promote responsible pet ownership, and ensure a fair and enforceable process for addressing the following areas:

6.08.100 Impoundment - Changes "shall" to "may", giving the Animal Control Officer discretion in dealing with when to impound. Adds "Any animal that poses an immediate threat to public safety" as a category of animal that may be impounded.
6.08.141 Pound Operations Spaying and Neutering of Cats and Dogs - Adds the requirement of a written agreement that the animal will be spayed or neutered within 30 days as a condition for the release any impounded animal that has not been spayed or neutered. The addition is made in order to comply with Food and Agriculture Code section 30520.
6.08.150 Seizing and Impounding Dogs - adds animal that poses an immediate threat of serious bodily injury or death as category of animal that may be impounded.
6.08.230 Animal Control Designated - adds paragraph clarifying authority of Animal Control Officer consistent with Penal Code sections 836.5 and 830.9.
6.08.260 Owner Responsibilities - adds subsection making it a violation to feed feral cats, that have not been spayed or neutered, without assuming responsibility of spaying or neutering those cats.
While feeding feral cats may be viewed as compassionate, it also enables the procreation of new generations of cats and the proliferation of feral cat population, increasing, not decreasing, the number of feral cats that need to be fed.

6.08.265 Multiple Pet Permit - Adds a new section requiring a permit for any single dwelling that maintains 10 or more dogs.
6.08.300 Vicious Dog Ordinance, including 6.08.300.10 to 6.08.300.70, inclusive, are moved to new Chapter 6.10, including sections 6.10.100.010 to 6.10.100.070, inclusive. This makes regulation regarding vicious dogs its own separate chapter.
Renumbered section 6.10.100.050 Registration of Vicious/Dangerous Dogs - Removes tattoo as a method to identify a dog that has been declared dangerous or vicious by the court. Microchip is the current technology for identification.
6.16.020.100 Barking Dog(s) Declared Public Nuisance Notice to Owners - adds new requirement for two written complaints from separate neighboring households before Animal Control Officer notifies dog owner to control the dog's barking.
6.16.020.200 exempts Agricultural Working Dogs from the provisions of Chapter 6.16, Barking Dogs.
6.16.030 Complaint Process-Enforcement - Adds subsection requiring that Animal Control Officer observe unprovoked barking for 20 consecutive minutes before issuing citation to dog owner.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often makes updates to the County Code to address citizens' concerns. This matter was presented to the Board on February 18, 2025 and May 13, 2025. After receiving comments from public members, the board asked staff to return with a new first reading of the ordinance. This first reading incorporates revisions made as a result of public comments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the county code will remain status quo.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **ACO Ordinance.3**
2. **Summary of Proposed Amendment ACO (2) (1) (3)**
3. **Colleen Rhodes- Public Comment 8-12-25**

VOTE RESULT

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

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6.08 ENTITLED "ANIMAL CONTROL" AND 6.16 ENTITLED "BARKING DOGS-PUBLIC NUISANCE" AND ADDING CHAPTER 6.10 ENTITLED "VICIOUS DOG ORDIANCE" OF MARIPOSA COUNTY CODE

WHEREAS, the Board of Supervisors desire to amend Chapters 6.08 and 6.16 of the Mariposa County Code; and

WHEREAS, the Board of Supervisors desires to expand the ability of the Animal Control Officers to respond to threats to public safety; and

WHEREAS, this amendment will clarify the authority of the Animal Control Officers; and

WHEREAS, the Board of Supervisors desires to create a new section to provide for the permits for multiple pet households.

NOW, THEREFORE, the Board of Supervisors of Mariposa County, a Political subdivision of the State of California, does ordain as follows:

SECTION I: Sections 6.08.100, 6.08.141, 6.08.150, 6.08.230, 6.08.260, 6.08.265 and 6.08.300.050 of Chapter 6.08 of Mariposa County Code are hereby amended to read as follows:

6.08.100 Impoundment-When

The Animal Control Officer *may* impound:

A. Any dog or domestic animal, including livestock, running at large in the county.

B. Any unlicensed dog which is not exempt.

C. Any dog or domestic animal which has been declared by a court of competent jurisdiction to constitute a public nuisance or has caused injury to person or damage to property.

D. Abandoned dogs or other domestic animals.

E. *Any animal that poses an immediate threat to public safety.*

6.08.141 Pound-Operation-Spaying and Neutering of Cats and Dogs

A. No public pound, Society for Prevention of Cruelty to Animals shelter, or humane shelter shall sell or give away any dog or cat that has not been spayed or neutered, unless *the animal shelter does both of the following:*

1. Receives a deposit for spaying or neutering the animal~~. has been tendered to the pound or shelter.~~ The deposit shall be in the amount determined by the pound or shelter to be comparable to the lowest fee charged by veterinarians in the locale but shall not exceed ~~thirty dollars ($30.00) for cats and forty dollars ($40.00) for dogs~~. *forty dollars ($40.00) for cats and seventy-five dollars ($75.00) for dogs. (F&A CODE 30520 d(2).* A veterinarian shall perform the operation. If a female cat and her kittens or a female dog and her puppies are sold or given away to one individual, only a single deposit shall be required. The pound or shelter may make

appropriate arrangements for the spaying or neutering of the cat or dog or may return the deposit to the person purchasing or receiving the cat or dog upon presentation of a written statement or receipt from the veterinarian or clinic that the animal has been spayed or neutered. The deposit may also include the amount necessary to recover any additional costs under this section.

2. Requires a written agreement, executed by the recipient, acknowledging that the cat or dog is not spayed or neutered, and the recipient agrees in writing to be responsible for ensuring the cat or dog will be spayed or neutered within thirty (30) days after the agreement is signed.

B. All cats and dogs over six (6) months of age at the time they are sold or given away by the pound or shelter shall be spayed or neutered within ~~sixty (60) days~~ *thirty (30) days* or the deposit shall be deemed unclaimed. All cats or dogs six (6) months or younger at the time they are sold or given away by the pound or shelter shall be spayed or neutered within ~~six (6) months~~ *three (3) months*, or the deposit shall be deemed unclaimed.

C. Any deposit not claimed under subsection A(*1)* shall be used only for the following purposes:

1. A public education program to prevent overpopulation of dogs or cats.
2. A program to spay or neuter dogs and cats.
3. A follow-up program to assure that animals sold or given away by the pound or shelter are spayed or neutered.
4. Any additional costs incurred under this section.

D. Public pounds, society for the prevention of cruelty to animal's shelters, and humane shelters may enter into cooperative agreements with each other and with veterinarians in carrying out this section.

6.08.150 Seizing and Impounding Dogs

The animal control officer may impound an animal *that poses an immediate threat of serious bodily injury, death, or that is* in violation of section 6.08.260 of this chapter. If the animal control officer observes an animal which is in violation of section 6.08.260 return to the private property of the animal's owner or the person who has the right to control or possess the animal a citation may be issued in lieu of impoundment. If the animal is impounded a notice shall be posted on the front door of the living unit of the owner or the person who has the right to control or possess the animal stating that the animal has been impounded, where the animal is being held, the name, address, and telephone number of the animal control officer to be contacted regarding release of the animal and an indication of the ultimate disposition of the animal if no action to regain it is taken within a specified period of time by its owner or by the person who has a right to control or possess the animal.

6.08.230 Animal Control-Designated

There shall be a animal control officer of Mariposa county who shall be employed by the sheriff-coroner's office. The duties of the animal control officer shall be as outlined in this chapter, and as may be set from time to time by resolution of the board, and as may be prescribed by the laws

of the state. The county sheriff's office is authorized to collect license fees. The animal control officer shall enforce the provisions of this chapter and of applicable sections of the state law; and is empowered to issue citations for violations of them. The sheriff may designate any or all Mariposa County peace officers to perform the function of the animal control officer as the sheriff deems necessary.

Animal Control Officers, as defined by Section 6.08.010 subsection (G), are responsible for the regulation and the enforcement of this Chapter relating to the care and control of animals within the County. Officers shall have the authority to enforce any State or County laws, regulations, ordinances, or rules, relating to the care and control of animals. In the performance of his or her duties, Officers shall have the authority and immunities of public officers, as set forth in the California Penal Code, sections 836.5 and 830.9.

6.08.260 Owner Responsibilities

A. It shall be a violation of this chapter by a dog owner for an owner's dogs to:

1. Run at large on any private property or where any livestock or domestic fowl are kept without the permission of the property owner.
2. Be in a county park, county recreation area, school or school grounds, unless the dog is on a leash.
3. Run at large in a public street, trailer park or campground.
4. Injure a person or damage or destroy property.
5. It shall be a violation of this chapter for any person to abandon a dog or other animal in the county.

B. It shall be a violation of this chapter for any person to:

1. Feed a feral cat, that is not spayed or neutered, without assuming responsibility for the spay or neuter of that cat unless the feeding of the feral cat is with the intent to trap for spay or neuter or to relinquish to Animal Control. "Feral cat" means any undomesticated member of Felis domesticus.

6.08.265 Multiple Pet Permit

It shall be a violation of this chapter to keep, harbor, possess or maintain in a single dwelling or business unit more than ten dogs over six months of age without a permit.

A. Permit required.

1. Multiple pet permit. No more than ten dogs over six months of age may be kept, harbored, possessed or maintained in a single dwelling or business unit without a multiple pet permit.

2. Exemptions. The following are exempt from the requirement of obtaining a Multiple Pet Permit: Licensed boarding facilities, veterinary clinics, rescue/adoption facilities registered as 501(c)(3) organizations, agricultural producers actively engaged in raising and managing 10 or more head of livestock for the production of meat, milk, or other livestock products.

B. Permit application.

1. The application for multiple pet permit shall include a written application to the Animal Control Officer.

2. The Animal Control Officer has authority to develop and maintain permit application and report forms and take any other necessary action to effectuate the purposes of this section.

3. An application for multiple pet permit shall list each dog to be included and show:

a. Facilities exist at the location to adequately secure, feed, house and maintain the animals.

b. Possession and maintenance of the animals at the location has not resulted in and is not likely to result in the animals being subjected to neglect, suffering, cruelty or abuse.

c. A current rabies certificate and a current county license for each dog.

C. Decision

1. Inspection; notification. Before approving an application, the Animal Control Officer shall inspect the premises within thirty days of the application date.

2. Approval and conditions. The Animal Control Officer may approve the permit subject to reasonable conditions.

3. Term of permit; renewal. The permit is valid for one year. A multiple pet permit may be renewed without site review upon the filing of a complete application, unless Mariposa County Animal Control has received a substantiated complaint concerning the permitted location within the last year.

D. Violation

1. Any dog not included on the multiple pet permit application may be subject to impound.

SECTION II: New Chapter 6.10 et seq. is hereby added, thereby amending Sections 6.08.300.10 through 6.08.300.70, inclusive, of Chapter 6.08 of Mariposa County Code as follows:

6.10.100 Vicious Dog Ordinance

6.10.100.010 Purpose And Intent
6.10.100.020 Vicious Dog Defined
6.10.100.030 Investigation
6.10.100.040 Misdemeanor
6.10.100.050 Registration Of Vicious/Dangerous Dog
6.10.100.060 Destruction Of Vicious Dog
6.10.100.070 Impoundment Of Vicious Dog

6.10.100.010 Purpose And Intent

Within the county of Mariposa there are vicious dogs which constitute a public nuisance which should be abated. This section is intended to supplement rather than supplant any other remedy available under state law or the Mariposa County Code.

6.10.100.020 Vicious Dog Defined

Any dog, except one assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior is presumed vicious:

1. An attack which requires a defensive action by any person to prevent bodily injury or property damage when such person is conducting himself or herself peacefully and lawfully.
2. An attack which results in property damage or in an injury to a person when such person is conducting himself or herself peacefully and lawfully.
3. An attack on another animal, livestock or poultry which occurs on property other than that of the owner of the attacking dog.
4. Any behavior which constitutes a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully.
   For the purposes of this section, a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully upon the private property of an owner or possessor of the dog when he or she is on such property in the performance of any duty imposed on such persons by state or local law or by the laws of (or) postal regulations of the United States, or when he or she is on such property upon invitation, either expressed or implied.

6.10.100.030 Investigation

Upon notification of the whereabouts of a vicious dog, the animal control officer shall immediately conduct an investigation of the matter for the purpose of verifying the report. If, after investigation, the animal control officer determines that the dog has bitten or attacked a person or another animal so as to indicate vicious propensities, the animal control officer shall either notify the owner of the dog in writing and direct that henceforth the dog be kept within a secured enclosure as approved by the animal control officer, or under any other type of control the animal control officer deems adequate under the circumstances, or proceed pursuant to Subsection 6.08.300.70 of this chapter with impoundment and court procedures. Failure to comply with such direction shall constitute a misdemeanor punishable pursuant to section 1.20.010 of this code.

6.10.100.040 Misdemeanor

A dog owner whose dog commits any of the acts described in subsection 6.08.300.20 is guilty of a misdemeanor punishable by section 1.20.010 of this code.

6.10.100.050 Registration Of Vicious/Dangerous Dog

Any dog found to be vicious or dangerous by a court of competent jurisdiction shall be registered with the sheriff's office. All such dogs shall be registered within ten (10) days of the effective date of the finding. The sheriff's office shall establish a registration fee not to exceed $25.00.

Furthermore, the keeping of a registered dog shall be subject to the following conditions:

A. Number and Identification. The owner or keeper shall have the licensing number assigned to such dog, or such other identification number as the sheriff's office shall determine~~., tattooed by a licensed veterinarian on the dog's upper inner lip, inner thigh or elsewhere as directed by the sheriff's office~~. The sheriff's office may require other methods of identification, e.g., installation of a microchip by a licensed veterinarian. ~~For the purposes of this section, "tattoo" shall be defined as any permanent numbering of a dog by means of indelible or permanent ink with the number designated by the sheriff's office or any other permanent method of tattooing acceptable to the sheriff's office.~~

B. Display of Sign. The owner or keeper shall display a sign on his or her premises warning that there is a vicious/dangerous dog on the premises. The sign shall be visible and capable of being read from the fronting street or public highway. ~~The sign shall be prepared by the county and paid for by the owner or keeper of the animal.~~

C. Confinement Indoors. No registered dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition except to a secured enclosure. In addition, no such dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

D. Confinement Outdoors. When outside, all registered dogs shall be confined in a secure enclosure, except when necessary to obtain veterinary care or to comply with commands or directions of a county official. All such enclosures must be adequately lighted and ventilated and kept in a clean sanitary condition.

Whenever necessity requires a registered dog to be outside of the enclosure, the dog shall be securely muzzled if it is vicious, and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length, with handgrip, and shall be under the direct control and supervision of the owner or keeper of the dog.

E. A registered dog shall not be returned to an owner or keeper unless the owner or keeper shows county proof of liability insurance covering the registered dog.

F. For purposes of this section, the following definitions of "vicious" and "dangerous" shall apply:

1. Vicious Dog: Any dog which (1) kills a person; (2) inflicts serious wounds to a person, including multiple bites, or serious disfigurement, serious impairment of health, or serious impairment of any bodily function; (3) continues to exhibit the behavior which resulted in a previous finding by a court that it is a dangerous dog provided that its owner or keeper has been given notice of that finding; or (4) which has been found vicious by a court of competent jurisdiction.

2. Dangerous Dog: Any dog which (1) causes a wound to any person without provocation on public or private property; (2) while off the property of its owner or keeper, has killed or injured a domestic animal *or livestock*; (3) attacks any person; or (4) has been declared dangerous by a court of competent jurisdiction.

6.10.100.060 Destruction Of Vicious Dog

The court, in its discretion, wherein the misdemeanor is heard, is hereby granted the authority, if the court finds that the dog has bitten or attacked a person or another animal, to have the dog destroyed.

6.10.100.070 Impoundment Of Vicious Dog

If the animal control officer has, pursuant to section 6.08.300.30 previously notified a dog's owner in writing that the dog is vicious and the dog subsequent to the notification is found to be at large, or actually bites or injures a person or another animal, then the dog shall be impounded and held in impoundment at the owner's expense pending a decision by a court of competent jurisdiction as to the disposition of the dog pursuant to subsection 6.08.300.50 of this chapter.

SECTION III: Sections 6.16.020 and 6.16.030 of Chapter 6.16 of Mariposa County Code are hereby amended to reads as follows:

6.16.020.*100* Barking Dog(s)-Declared Public Nuisance-Notice to Owners

The dog(s) referred to in the section above are hereby declared a public nuisance, as defined in Penal Code Section 370. Upon written complaint to the animal control officer of ~~one (1)~~ *two (2)* or more persons residing *at separate residences* in the immediate neighborhood that a dog which habitually barks, howls, or yelps is being kept by any person in the county, the animal control officer shall notify the person who owns, or keeps, or has control of the dog that a complaint has been received and the person shall take whatever additional steps the animal control officer deems necessary to alleviate the howling, yelping or barking.

6.16.020.200 Agricultural Working Dogs

Dogs that are owned, used, or maintained in support of existing agricultural activity, consistent with Title 18 of this code and specifically with the definition of nuisance in §18.040.030, are exempt from this section 6.16.

6.16.030 Complaint Process-Enforcement

A. It shall be a violation of this chapter by a dog owner for an owner's dog to howl, yelp, or bark unprovoked for twenty consecutive minutes. A citation may be issued to the dog owner if the Animal Control Officer observes an owner's dog howling, yelping, or barking unprovoked for more than twenty (20) consecutive minutes.

B. If the person alleged to be keeping a dog and/or dogs as set forth in section 6.16.010 above does not take the steps required of him/her by the animal control officer to alleviate the howling, yelping, or barking of his/her dog(s), the animal control officer shall refer the complainant to the office of the district attorney to sign a formal complaint for violation of this section. The district attorney may then bring an action in the superior court to abate the nuisance (dog(s) pursuant to Code of Civil Procedure section 731.

SECTION IV: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
ROSEMAIRE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
WALTER W. WALL
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING CHAPTERS 6.08 ENTITLED “ANIMAL CONTROL” AND 6.16 ENTITLED “BARKING DOGS-PUBLIC NUISANCE” AND ADDING CHAPTER 6.10 ENTITLED “VICIOUS DOG ORDINANCE”

Notice is hereby given that on Tuesday, September 2, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance to amend chapter 6.08 entitled “Animal Control” and 6.16 entitled “Barking Dogs-Public Nuisance” of mariposa county code (the Ordinance Amendment). This is to expand the ability of the Animal Control Officers to respond to threats to public safety. These critical amendments will clarify the animal control officers' authority and create a new section to provide permits for multiple pet households. The recommended changes will update the original ordinance chapters to enhance public peace, promote responsible pet ownership, and ensure a fair and enforceable process.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

Outlook

Agenda Item H.5 "Waive the First Reading and Introduce an Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance""

From Colleen Rhodes <clr25@icloud.com>

Date Mon 8/11/2025 11:28 PM

To Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; Shannon Poe <spoe@mariposacounty.org>; Danette Toso <dtoso@mariposacounty.org>; Jennifer Kiser <jkiser@mariposacounty.org>; Miles Menetrey <mmenetrey@mariposacounty.org>; Danielle Bondshu <dbondshu@mariposacounty.org>; Board Clerk <board-clerk@mariposacounty.org>

Dear Supervisors,

I am writing to express my opposition to item number H.5 on your August 12, 2025 agenda regarding the proposed Ordinance Amending Chapters 6.08 and 6.16 of Mariposa County Code Titled "Animal Control" and Barking Dogs-Public Nuisance" and Adding Chapter 6.10 Entitled "Vicious Dog Ordinance".

These proposed ordinances contain two major policy changes that have not been sufficiently thought through, one about feeding feral cats (6.08.260 Owner Responsibilities) and another about having more than ten dogs (6.08.265 Multiple Pet Permit). The goals and objectives of the new ordinances are inadequately discussed in the staff memorandum that accompanies the proposed code language. Although the intention may be benign, it is my strong belief that the code as written will not assist in the attainment of any valid and reasonable community goals.

Many animal welfare organizations oppose feeding bans, such as the one proposed in the amendments to 6.08.260. Reasons include the following and more:
1. Ineffectiveness: Cats will still find food sources, even if feeding is banned, often leading to increased roaming and visibility.
2. Increased Conflict: Cats may roam further, potentially resulting in more conflict.
3. Hindered Trap-Neuter-Release Programs: Regular feeding is crucial for trapping cats for TNR, and bans make it much harder to effectively manage the population.
4. Cruelty: Banning food is a cruel way to deal with feral cats, potentially causing them to suffer from starvation and illness.
5. Public Health Concerns: Starving cats may resort to scavenging, potentially increasing the risk of disease transmission and other public health issues

The Multiple Pet Permit (MPP) described in 6.08.265 is also unlikely to be effective in achieving any valid governmental objective. Individuals who are likely to submit to the extreme privacy intrusions the proposed code requires are also likely to be the most compliant and responsible pet owners. Individuals who do not apply for the MPP are the ones who will undoubtedly require the most enforcement resources. And yet, the consequences for failing to obtain the MPP are not sufficient deterrents. The MPP needs to be reevaluated, fully justified to the public in an open forum discussion, and only adopted if the identified objectives can be achieved by its implementation.

In addition to these policy deficits, there are quite a few embarrassing errors that clearly show that this draft was rushed onto the agenda without being line edited. Section 6.08.230 leaves out the essential term "Officer" in its

heading. It uses the term "animal control officers" both with and without capitalization, making the drafting look preliminary and rough. It does the same with Mariposa County, sometimes capitalizing and sometimes not. These types of errors and inconsistencies are not acceptable in documents with the lasting impact and legal import of Mariposa County Code.

The new Vicious Dog chapter 6.10 has still more typographical and numbering errors. Even though there is no need for subdividing the chapter into any unit smaller than sections, subsection numbering is used. For example, while the number 6.10.010 would have been sufficiently precise, the number 6.10.100.010 is used instead and without purpose. This error is continued throughout the chapter.

Even more concerning is that the chapter numbering that is to be replaced, which is to say all references to section 6.08.300 and its subsections, has been retained in the body of the text. Thus, for example, reference to what should be the new 6.10.070 instead keeps the old 6.08.300.70, which will no longer exist once the codes are amended. There are several instances of this mistaken reference. This set of errors alone should cause you to send this proposal back to the drafters for correction and resubmission at a later date.

Also significant is the erroneous reference to the enforcement provisions in Title 1. The reference needs to be made to a different section of that Title, not to 1.20.010, which does not provide the authority the drafters appear to have assumed.

The numbering of the subsections in chapter 6.16 are also incorrect.

Lastly, the Chair's name is misspelled on the signature line. Although this error is easily corrected, it is emblematic of the roughness of this particular work product.

There are other drafting errors, but the above-described mistakes are of greatest concern.

Please honor your constituents by sending this draft back to its authors and require a corrected product that rightly deserves to be published in our Mariposa County Code.

Thank you for your attention to these issues and concerns,

Colleen Rhodes

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-333

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Public Employee Employment: Title of Position to be Filled: District Attorney (Government Code Section 54957 (b) (1))

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Employment: Title of Position to be Filled: District Attorney (Government Code Section 54957 (b) (1)).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED: District Attorney (Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:

Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER:
SECONDER:
AYES:
EXCUSED: District II Supervisor Shannon Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-334

MEETING: August 12, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Public Employee Employment: Title: Agriculture Commissioner and Sealer of Weights and Measures (Government Code Section 54957 (b) (1))

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Employment: Title: Agriculture Commissioner and Sealer of Weights and Measures (Government Code Section 54957 (b) (1)).

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] PUBLIC EMPLOYEE EMPLOYMENT TITLE: Agriculture Commissioner and Sealer of Weights and Measures
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER:
SECONDER:
AYES:
EXCUSED: District II Supervisor Shannon Poe