Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
OCTOBER 3, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted that CA.12 was being pulled for a correction and read the two items that require a 4/5th vote.

Public comment was received by Jonathan Noel/Resident, who commented on CA. 12, noting that's a big chunk of change. He wanted more information on that item.

Mike Brusa/Bear Valley noted just on consent the board is dealing with over $3 million dollars. Mr. Brusa then commented on CA. 1, noting he arrived in Mariposa County in 2020. He noted the County is coming up on the five-year anniversary of the first shelter crisis and he has still not heard any discussion on the topic. He then

discussed the long-term accountability that the government ignores.

Chair Menetrey read CA. 12 to give Mr. Noel more information.

Supervisor Smallcombe commented on CA. 8 noting its inconsequential, she called up Joe Lynch and Kristina Keheley from HHSA to speak more about the topic.

Chair Menetrey commented on CA.9 noting this was an important proclamation and noted in years past John C. Fremont staff has been here to remind the public that they have the equipment to check for Breast Cancer. Chair Menetrey also noted this proclamation is dear to him as his mother is a breast cancer survivor.

Supervisor Poe commented on CA. 11 asking Mr. Lynch to explain what the transfer, in which Mr. Lynch noted the money was budgeted and he gave the household example of transferring from the food budget to the energy budget since the energy budget this month was larger, and the food budget lower than what was budgeted for.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Office**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Sheriff's Office**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA4. **Board of Supervisors**

Ratification Letter of Support for the Federal Fund Account/Last Mile Grant Application Submitted by Golden State Connect Authority (GSCA) for Project Areas Within Mariposa County

CA5. **Board of Supervisors**

Approve the Letter of Support for the Community Health Centers of America (CHCA) in it's pursuit of Continued Federally Qualified Health Center Look-Alike Designation Status as Offered Through Human Resource Service Administrations, Bureau of Primary Health; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Board of Supervisors**

Proclaim October 2023 as "Domestic Violence Awareness Month"

CA7. **Fire**

Accept the Resignation and Recognize the Service of Gary Colliver to the Mariposa County Fire Advisory Committee (MCFAC); Appoint Lacey Sharp to the Public Member One Position with a Term Expiring October 3rd, 2025; and Appoint John Patton as Public Member Two to Fill an Unexpired Term Expiring September 20th, 2024

CA8. **Health and Human Services Agency**

Approve a Sub-Lease Agreement Between Mariposa County Health and Human Services (Lessee) and The Central California Alliance for Health (Sub-Lessee) for Office Space at the Mariposa County Health and Human Services Center located at 5362 Lemee Lane, Mariposa, CA; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Proclaim the Month of October 2023 as "Breast Cancer Awareness Month" and October 20th as "Mammography Day"

CA10. **Health and Human Services Agency**

Approve a Purchase of Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve Budget Action Transferring Funds Within the Assistance Payments Department 506 and Social Services 501 Budgets for Fiscal Year 2023 to Pay Expenses Through Year End ($750,000)(4/5ths Vote Required)

CA13. **Planning**

Accept Resignation and Recognize the Service of Cassandra (Beth) Koontz Scaffidi, JD, PHD on the Code Compliance Advisory Committee; and Appoint Karen Blau-Monroe to the Code Compliance Advisory Committee as a member with a Term Expiring February 28th, 2025

CA14. **Planning**

Appoint Nancy Parke to the Midpines Planning Advisory Committee as a member with a Term Expiring February 28, 2025 (Supervisor Smallcombe)

CA15. **Probation**

Approve an Agreement with the County of Madera for the Placement and Detention of Mariposa County Youth at the Madera County Juvenile Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Public Works**

Approve Program Supplement Agreement with California Department of Transportation (Caltrans) for

the Darrah Road Bridge Project, Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Recognizing Unanticipated Revenue ($200,000) (4/5th Vote Required)

CA17. **Public Works**

Approve an Agreement with Williams Excavation, Inc. for the West Whitlock, Jerseydale, and Wawona Storm Repair Project in the Amount Not to Exceed $767,100; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Air Pollution Control District (APCD)**

Ratify the Grant Agreement in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G22-CAPP15), AB617, and CARB Requirements

E. Items removed from Consent Agenda

CA12. **Health and Human Services Agency**

Approve Agreement No. 23-30096 with the Department of Health Care Services in the Amount of $2,414,000 for Substance Use Disorder Treatment Services Covered Under Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement

Item was removed from consent for a correction.

AMENDED: Remove Shannon Gadd from the contract and insert Joe Lynch as the County Representative.

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

F. Departmental Presentation

Chair Menetrey noted H.4 was withdrawn.

Shannon Hansen/Public Works Director, gave an update on upcoming road work. She noted Triangle Road will be closed between Carleton and Silva for 4-6 weeks for culvert replacement. She noted there will be affected driveways; she noted they will be working on alternative routes. She noted at the same time that Pacific Gas and Electric (PG&E) will be on Darrah to begin undergrounding electrical lines beginning October 9th. Supervisor Forsythe reiterated the importance of fixing these culverts before the weather comes in. Supervisor Poe wanted to recognize the professionalism of Ms. Hansen and her team. In response to Supervisor Smallcombe, Ms. Hansen noted that PG&E will be here on October 17th to give updates and address the Board on the issues with some of our roads that were destroyed or damaged by PG&E work. Ms. Hansen gave kudos to her Roads and Bridges Manager, Joe Williams. She noted he came in, took the team in a different direction, and has created a great team. Supervisor Toso thanked Ms. Hansen as District 3 is seeing

their roads get much-needed attention, especially Exchequer Road. Ms. Hansen gave the Clerk of the Board a press release of upcoming roadwork.

Jeremy Briese/Sheriff gave an update, noting they rolled into the month of September very busy. He noted that the staff is doing well, and the two individuals who were involved in the officer-involved shooting are back to work. He noted they had a significant animal cruelty case as well, and the Marijuana Enforcement Team (MET) hit two locations in Greeley Hill and destroyed 4,000 plants and 3,000 pounds of processed marijuana. He showed his pink patched uniform, noting for the month of October, deputies will be wearing the pink patch. Sheriff Briese noted the Sheriff's Office partners with Valley Pink Patch, and the funding goes to the Marjorie E. Radin Breast Care Center. Sheriff Briese announced that his office will have a booth at the National Night Out event. He announced for the month of September, the Sheriff's Office saw 2,048 calls for service with 58 jail bookings. He noted SCOPE attending Coyote Fest which was a family-friendly event. He noted they attended the Superhero breakfast at Woodland and will be attending Coffee with a Cop at MES the following day. He invited all to attend the High School Grizzly Football game this coming Friday as it is First Responder Appreciation Night. Supervisor Forsythe thanked the Sheriff for the report and asked Sheriff Briese to tell the public what the Sheriff and other deputies do in the evenings. Sheriff Briese explained he is the Junior Varsity Football Coach for the Grizzlies. Supervisor Poe thanked the Sheriff for their representation at the Coyote Fest. He also noted Steve Ward had some Cal Fire employees there taking pies in the face. Supervisor Poe also asked when they make a marijuana bust, what happens? Sheriff Briese stated it's a criminal investigation so there are search warrants, searches, and seizures. He noted they take five random samples and one ten-pound sample while the rest is weighed and processed then goes to a special site at the landfill. In response to a question from Supervisor Poe, Sheriff Briese noted he could pull up a database to check statistics and compare to other counties.

Keri Kisela/Mariposa Chamber of Commerce announced she has been working on an events calendar. She noted they have a variety of items. She noted as the Sheriff stated this evening was National Night Out. She also listed a few more events and noted if any individual wanted to get their event on Social Media to reach out to her.

Danielle Bondshu/Clerk of the Board thanked the Board and the public for their patience. She noted she has the internal technical services department as well as the SoundSystem company working on the issues of it dropping out.

Dallin Kimble/County Administrative Officer gave an update on the Yosemite West Transaction noting it is complete and the transaction is closed. He also noted the community survey events are coming up and it's a good community discussion.

1. **Clerk of the Board**

Handouts Received During Departmental Presentations at the Meeting of October 3rd, 2023

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Health and Human Services Agency**

PUBLIC HEARING: to Consider Approving Adjustments to Published Charge Rates for Behavioral Health Services; and Authorize the Health and Human Services Agency Director to Implement the Price Adjustment to Services Performed Effective July 1, 2023

Chair Menetrey opened the public hearing.

Joe Lynch noted any time published rates are changed, a public hearing is required. He noted this is part of the CalAIM initiative, we are following their lead and the sliding scale does not change. In response to Supervisor Smallcombe, he noted CalAIM is a replacement of Medi-Cal, it looks at where Medi-Cal fails and wins to improve it for its users. No public comment.

Chair Menetrey closed the public hearing.

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

2. **Administration**

Approve Amendments to the Plan Checker/Inspector Job Description to make it a I/II Flex Class; Set the New Annual Salary at $62,291.84-$75,714.08 for Plan Checker/Inspector I and $79,240.34-$96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education

Dallin Kimble introduced Chris Ferbrache/Human Resources, who gave the staff report and noted this is to create more upward mobility in the position as well as retain employees for growth and development. He also noted the county's current standards are far above other counties. No public comment.

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

3. **Administration**

Approve the Amendment to Sheriff's Security Officer Job Description

Chris Ferbrache gave the staff report. No public comment.

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

4. **Administration**

Approve an Increase in the Salaries for the Following Full Time Permanent Positions to Match the Extra Help Position Salaries: Nurse Practitioner, Public Health Nurse I and Registered Nurse and Adjust the Salaries of Public Health Nurse II and Public Health Nurse Manager to Maintain the Appropriate Five Percent Salary Spread As These Positions are Linked to the Public Health Nurse Job Classification Series

Chris Ferbrache noted this item is being withdrawn due to ongoing discussions with the union.

RESULT: WITHDRAWN

5. **Administration**

Approve the New Classification and Job Description of Senior Plan Checker/Inspector; Set the Annual Salary at $90,016.67-$109,415.82; Assign the Senior Plan Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation From Plan Checker/Inspector to Senior Plan Checker

Chris Ferbrache gave the staff report. No public comment. Debra Willis/Building Director, noted the Building Department is an enterprise fund, the funds for this position will be paid from permit fees, not the general fund.

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

6. **Administration**

Approve the Amendments to Building Inspector Job Description

Chris Ferbrache gave the staff report. No public comment.

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

I. Closed Session

Chair Menetrey read the closed session items with no public comment on the three items.

10:20 AM Chair Menetrey recessed the Board into a Closed Session.

1. **Administration**

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL; Existing Litigation: Janet Breman V. County of Mariposa; WCAB No.: ADJ11295768

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator Regarding 2985 Bear Valley Road in Hornitos

RESULT: CLOSED SESSION HELD

3. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator regarding 17301 Fiske Road in Greeley Hill

RESULT: CLOSED SESSION HELD

Report Out

11:11 AM Chair Menetrey reconvened and noted information was received, and direction was given for all three closed session items.

J. Board Information

None.

K. Adjournment

11:12 AM Chair Menetrey adjourned in memory of Leota Avinell Brewer and Dianne Lavern (Brown) Sitton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-531

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-532

MEETING:	October 3, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-533

MEETING:	October 3, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-534

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratification Letter of Support for the Federal Fund Account/Last Mile Grant Application Submitted by Golden State Connect Authority (GSCA) for Project Areas Within Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Ratification Letter of Support for the Federal Fund Account/Last Mile Grant Application Submitted by Golden State Connect Authority (GSCA) for Project Areas Within Mariposa County.
This letter was submitted to the California Public Utilities Commission, Communication Division on 9/25/23.

The Letter of Support for the Federal Fund Account/Last Mile Grant Application falls under the Thriving Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Ratify Letter of support for Last Mile Grant Application 9-25-23**

VOTE RESULT

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

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
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September 1, 2023

Rob Osborn, Director
California Public Utilities Commission, Communications Division
Attn: Federal Fund Account/Last Mile Program
505 Van Ness Avenue
San Francisco, CA 94102

Dear Director Osborn,

On behalf of the County of Mariposa, we support the Federal Fund Account/Last Mile grant application submitted by Golden State Connect Authority (GSCA) for project areas within the County of Mariposa. The project areas included in the application will initialize the deployment of an open-access, last mile, municipal, fiber broadband network that will result in robust, quality service to our residents, businesses, and anchor institutions. The open-access, last mile model means that GSCA will own, operate, and maintain the broadband infrastructure and invite service providers to use the network to offer services to customers in a competitive environment. Such a model will offer choice to the customer and create a competitively priced environment.

GSCA is a Joint Powers Authority comprised of forty rural California counties, and the cities therein. Established in December 2021 and governed by an elected county Supervisor from each of its member counties, GSCA has assisted its member counties/cities therein to be positioned to advance investment opportunities that result in quality, accessible broadband. As a member of GSCA, we have benefitted from the focus and assistance that has been brought to advancing quality broadband across our community, beginning with our CPUC Local Agency Technical Assistance (LATA) award for broadband network design.

The network design and feasibility analysis made possible by our LATA award has been a critical component in the evaluation and decision-making process that has led to the identification of the project areas included in GSCA's Federal Fund Account/Last Mile grant application. With input from our county team, technical expertise from LATA consultants Tilson Technology and UTOPIA Fiber, and analysis of the data provided through the LATA network design grant, GSCA has included project areas in their application that will establish a strong foundation for delivery

of reliable, accessible broadband to unserved and underserved areas, and lend itself to continued expansion in the coming years.

Please give Golden State Connect Authority's application your highest consideration. As a member of GSCA, we welcome the opportunity to play this key role in advancing broadband deployment to our communities and moving California closer to eliminating the Digital Divide.

Sincerely,

Miles Menetrey
Board of Supervisors, Chair
Mariposa County

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-535

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Approve the Letter of Support for the Community Health Centers of America (CHCA) in it's pursuit of Continued Federally Qualified Health Center Look-Alike Designation Status as Offered Through Human Resource Service Administrations, Bureau of Primary Health; and Authorize the Board of Supervisors Chair to Sign the Letter

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RECOMMENDATION AND JUSTIFICATION

Approve the Letter of Support for the Community Health Centers of America (CHCA) in it's pursuit of Continued Federally Qualified Health Center Look-Alike Designation Status as Offered Through Human Resource Service Administrations, Bureau of Primary Health; and Authorize the Board of Supervisors Chair to Sign the Letter.

The Community Health Centers of America has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their recertification Package.

The Letter of Support for The Community Health Centers of America falls under the SafeCommunities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter of Support for The Community Health Centers of America 9-26-23

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District II Supervisor Shannon Poe

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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October 3rd, 2023

Naresh Channaveerappa, MBA,JD
Chief Executive Officer
Community Health Centers of America
5320 Highway 49N
Mariposa, California 95338-0588

Dear Mr. Channaveerappa,

On behalf of the Mariposa County Board of Supervisors, I am pleased to write a letter of support for the Community Health Centers of America (CHCA) in its pursuit of continued Federally Qualified Health Center Look-Alike Designation status as offered through the Human Resource Service Administrations, Bureau of Primary Health Care. As the legislative body for the mutual service area, we both serve, the Mariposa County Board of Supervisors is in support of programs whose services promote the well-being of the community.

CHCA is well equipped to assume the responsibilities that come with the FQHC Look-Alike designation status. Your history of serving the target population ensures that all patients will be cared for with dignity and respect regardless of their ability to pay. The Service Area is lacking in primary care services offered to individuals, regardless of their ability to pay. The support offered by the Community Health Centers of America includes access to comprehensive, culturally competent, quality primary health care services, including oral health, mental health, and substance abuse services, for the at-risk population of the Service Area, specifically those individuals at or below 200% Federal Poverty Level (FPL) which is 37.96% of the total population. Their success in providing access to care for the underserved in the Service Area is well-known and highly respected within the community. Such demonstrated success is sure to continue to grow needed to address the tremendous need for quality health care for the most vulnerable part of our community, those socially and economically challenged.

Mariposa County will commit to promoting the health center within the community and to the individual people that we serve. We support their ongoing efforts to pursue their continued FQHC look-alike status to provide the financial stability needed to continue supporting and expanding their efforts. Please accept this letter as our endorsement of these efforts. The continued support those individuals receive from CHCA is crucial and removes the barriers to care that the at-risk population faces on an ongoing basis.

We look forward to working together to help expand access and services to the citizens of the CHCA Service Area.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim October 2023 as "Domestic Violence Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim October 2023 as "Domestic Violence Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to draw attention to this important issue.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Domestic Violence Awareness Month 2023**

The Mariposa County Board of Supervisors

proclaims

The Month of October 2023

as

"Domestic Violence Awareness Month"

WHEREAS, domestic violence is the willful intimidation, physical assault, battery, sexual assault,
and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another; and

WHEREAS, domestic violence is prevalent in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS, 1 in 3 women and 1 in 4 men will experience some form of physical violence from an intimate partner in their lifetime. 1 in 15 children are exposed to intimate partner violence each year; and

WHEREAS, on average, Mountain Crisis Services receives 2 calls a day regarding domestic violence on our 24/7 crisis hotline; and

WHEREAS Mountain Crisis Services from October 2022 to present has responded to 19 calls from Law Enforcement and 2 calls from John C Fremont; and

WHEREAS Mountain Crisis Services has provided crisis response, counseling services, and legal advocacy for 138 survivors. Housed 37 survivors and their children with emergency shelter services accounting to 1957 bed nights within the past year; and

WHEREAS Mountain Crisis Services is hosting the first "Take Back the Night" event in over 22 years, creating awareness surrounding domestic violence. This event is important as MCS brings the community, survivors, and victims together to combat and raise awareness around domestic violence. Throughout the month, social media posts will go out on historic eDvents that represent reasons why domestic violence awareness month is celebrated every year; and

WHEREAS Mountain Crisis Services diligently works year-round to prevent domestic violence by continuing to serve survivors of such abuse, bring awareness to our community by utilizing social media, hosting awareness events, and continues to speak out about domestic violence, while continuing to collaborate and train agencies within Mariposa Community who work directly with survivors.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of October 2023 as "**Domestic Violence Awareness Month**" in Mariposa County and proclaims October 19th as "Purple Day" in order to support and recognize domestic violence survivors and awareness efforts throughout the County.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of October 2023, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor	Wayne Forsythe, District IV Supervisor
Shannon Poe, District II Supervisor	Miles Menetrey, District V Supervisor
Danette Toso, District III Supervisor	

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Accept the Resignation and Recognize the Service of Gary Colliver to the Mariposa County Fire Advisory Committee (MCFAC); Appoint Lacey Sharp to the Public Member One Position with a Term Expiring October 3rd, 2025; and Appoint John Patton as Public Member Two to Fill an Unexpired Term Expiring September 20th, 2024

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Gary Colliver to the Mariposa County Fire Advisory Committee (MCFAC); Appoint Lacey Sharp to the Public Member One Position with a Term Expiring October 3rd, 2025; and Appoint John Patton as Public Member Two to Fill an Unexpired Term Expiring September 20th, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

John Schroder's term expired in October 2022, and Lacey Sharp applied to fill their position.

Gary Colliver resigned from the committee on September 8th, 2023 and John Patton will be filling his unexpired term.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not accept and re-appoint and the committee will lack public input.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **Gary Colliver Resignation PDF**
2. **Lacey Sharp- Application_Redacted**
3. **John Patton application 9-20-23_Redacted**

From: Gary Colliver
To: Danielle Bondshu
Cc: Steve Ward; Wayne Forsythe
Subject: Resignation from County Fire Advisory Committee
Date: Friday, September 8, 2023 11:00:02 AM

You don't often get email from [redacted]sti.net. Learn why this is important

Good morning Danielle:

I've notified Wayne and Steve about this; this is your notification to make it official:

Due to health issues I am resigning as the District 4 representative to the County Fire Advisory Committee. I appreciated the opportunity to serve on the important committe and wish all members success in their efforts to build a fire-safe community.

Warm regards,

Gary Colliver

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MAR 03 2023
BOARD OF SUPERVISORS

County of Mariposa
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Mariposa County Fire Advisory Committee - Citizen/Public seat

Supervisorial District in which you Reside: Mariposa

Length of Residency in the County: 8 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Lacey

Last Name:
Sharp

Mailing Address:
[redacted]

Email Address:
[redacted]@gmail.com

Are you Over 18 Years of Age:
yes

Employment Status: Full time employment

Employer's Name:
Happy Goat Inc

Employer's Address:
[redacted] Mariposa Ca 95338

Day Telephone Number:
[redacted]

Cell Phone Number:
SAME

Please explain why you wish to serve on this Board/Commission/Committee:
I have attended the most recent meetings in regards to fire safety/mitagation in hopes of collabration with myself/Happy Goat and MCFAC/UCCE/ETC using our holistic and regenerative practices with the goats to provide safety and measurements to our county and residences.

Please list prior/current appointments to other Boards/Commissions/Committees:
N/A

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Goat contracts currently happening under my management throughout the county on private land. Experienced in holistic/regenerative land management practices and duties. Bachelors of Science from Fresno State and currently working on Masters of Ag thru Colorado State (virtually)

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
Yes	Open	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2/23/2023 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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MAR 03 2023
BOARD OF SUPERVISORS

LACEY SHARP

[redacted]

SUMMARY OF QUALIFICATIONS

- Broad knowledge and ability to perform beneficial communication skills within a community and committee aspect
- Knowledge of resource management and plan development within fire mitigation, fiber processing & livestock management
- Education on the calculation of adequate livestock feed and forage balance to procure prime fiber
- Experienced in fiber/livestock/grazing data retrieval, collection and processing.
- Environmentally conscious to ensure proper regrowth and maintain sustainability of soil practices to inhibit healthy/desired plant regrowth
- Knowledge of fire prevention/safety/regulations
- Broad knowledge of animal science and veterinary medicine to properly and immediately care for livestock and stock canine
- Vast experience in nonprofit businesses and organizations through marketing, acting officer, development and communication
- Implementation of restorative soil health for improvement of water allocation and organic matter to maintain healthy topsoil
- Self-aware and able to independently solve complex issue, while escalating more diverse driven ideas/issues to team based brainstorming or appropriate staff
- Ability to hold onto key information and quickly adapt to daily and varying routines to fit the specified tasks

EDUCATION

COLORADO STATE UNIVERSITY, Fort Collins, CO — In Progress
(Online Program)
Master of Agriculture (M.Agr.) in Agricultural Sciences – Integrated Resource Management
RELEVANT COURSES

- Range Management (3): Understanding and Managing Animal Resources - AGRI-633-801 (3)
- Resource Management Studies (3): AGRI-631-801 (3)

CALIFORNIA STATE UNIVERSITY, FRESNO, Fresno, CA — May 2020
Bachelor of Science - Animal Science – Production Management/Livestock Business with an emphasis in beef
RELEVANT COURSES AND TOPICS

- Range Management (19): ASCI 183 (3), ASCI 61(3), ASCI 101 (3), ASCI 121 (3), ASCI 135 (3), ASCI 156 (1), EES 167 (3)
- Plant, Animal, Soil Sciences (18): ASCI 1 (3-Animal), ASCI 21 (3-Animal), ASCI 146 (3-Animal), AGBS 194I (3-Plant, CSU Internship), AGBS 194 (6-Soil, CSU Internship)
- Resource Management Studies (9): AGBS 1 (3), ASCI 35 (3), ASCI 11 (3)
- Environmental Farm Management
- Managing for Ecosystem Sustainability
- Advanced Beef Management
- Feeds & Feeding
- Livestock Meat/Dairy Evaluation
- Integrated Decision Making/Mgmt. Skills

EXPERIENCE

Head Shepherdess/Cashmere Production Manager/Contract Grazing Coordinator – Happy Goat, Mariposa CA — August 2021 - Present

- Develop and maintain the importance of implementing operational improvements/large staff/farm duties
- Implement production change to improve efficiency and flow through creation of livestock/fiber/fire prevention management

- Developing, managing and launching our Cashmere and Contract Grazing entities within Happy Goat
- Extensive detail to collaborating daily, weekly, monthly and annual duties and procedures
- Continued education and understanding the impact of fast fashion and implementing change within our operations to secure a safe and healthy fiber industry
- Procurement of cashmere goats and fiber processing/livestock equipment
- Involving and educating our community/schools/leadership boards to be excited and involved with Happy Goats entities.
- Managing volunteers and the community to include them in healthy change, wildfire mitigation, farm involvement
- Procuring content/education/information for cashmere production, contract grazing, social media involvement, community information and grant processing

Operations Management Supervisor – June 2020 – Present
Cargill, Fresno CA 60 hrs/week

- Develop and understand the importance of implementing operational improvements
- Implement production change to improve efficiency and flow through creation of software applications
- Extensive detail to collaborating daily, weekly, monthly and annual duties and procedures
- Understand beef production and what buyers are looking for when it comes to beef condition scoring and how rangeland conditions impact beef body condition scoring
- Procurement of beef cattle
- Responsible for personnel decisions related to hiring, performance and disciplinary actions for direct staff
- Willingness to stand in where needed to fulfill company needs and engage in diversity
- Development of leadership, managing, monitoring, implementation, financial and communication skills
- Serving as Treasurer/Officer for Cargill Cares, while creating and implementing marketing trends for stakeholder and community engagement/outreach with local non-profits
- Coordinated many campaigns such as Hunger Heroes and contributed to this past fiscal's year event which raised the most generated funds to date by our facility

Ranch Manager Assistant – August 2019–May 2020
San Joaquin Experimental Range, Fresno State Univ, Fresno CA 20 hrs/week, 5 months FTE

- Assist with the development/application of conservation practices, restoration projects, weed management strategies and other protective measures to restore and/or maintain the integrity of rangeland resources
- Broad knowledge of and familiar with modern beef and goat production practices, both nutritionally and animal health and be dedicated to the pursuit of excellence. Maintenance and daily observation of individual animal feed intake system
- Maintain agricultural operations and enhance environmental quality in the ranch setting. Oversight of proper nutrition and grazing management to optimize reproductive performance
- Conduct and perform livestock operations, water and ditch irrigation, hay operations, forage inventory, and perimeter maintenance and installation

Ranch Manager Assistant (Internship) – June 2019 – August 2019

Colorado State Univ Beef Improvement Center, Saratoga, WY 60 hrs/week, 4.5 months FTE

- Conduct rangeland monitoring and data analysis, including condition and trend, native plant communities, amount and patterns of grazing use, stocking rates, and other aspects of resources and ecosystems to ensure that operations are in compliance with permits and management goals
- Maintain agricultural operations and enhance environmental quality in the ranch setting. Oversight of proper nutrition and grazing management to optimize reproductive performance

- Assist with the development and application of conservation practices, rangeland management, restoration projects, weed and invasive species management strategies and other protective measures to restore and/or maintain the integrity of rangeland resources
- Knowledgeable of and familiar with modern beef production practices, both nutritionally and animal health and be dedicated to the pursuit of excellence. Maintenance and daily observation of individual animal feed Intake system
- Conduct and perform livestock operations, water and ditch irrigation, hay operations, forage inventory, and perimeter maintenance and installation
- Estrus synchronization, and heat detection, coordination of embryo transfers, calving management, including night observation as necessary. Coordination and scheduling of ultrasound scanning and breeding soundness exams
- General responsibilities of synchronization, recipient herd reproductive performance, and bull performance test oversight, working closely with beef team and farm ownership
- Assistance in all processing and ensuring proper identification, data collection and maintenance of contemporary groups for an effective genetic evaluation. Record keeping and data analysis regarding herd management

ADDITIONAL WORK HISTORY

Certified Veterinary Technician/Special Projects Supervisor	**Animal Hospital of the Sierra, Oakhurst, CA**	May 2015 - May 2019
Small Beef Herd Operations Assistant/Hay Operations Assistant	**Hurtig Farms LLC.**	Jan 2005 - May 2014

CERTIFICATIONS/ CONTINUED EDUCATION

Certified Veterinary Technician	**California Veterinary Medical Association**	May 2015 - Present
Certified Basic Fiber Sorting & Grading	**Suny Cobleskill**	November 2021
Holistic Management Intensive	**White Buffalo Land Trust/Savory Institute**	December 2021

EXTRA

Cargill CARES Co - Chair Officer	**Cargill CARES (nonprofit/community engagement/sponsorship & volunteer/ donation provider)**	June 2020 -August 2021

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SEP 20 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Mariposa County Fire Advisory Committee

Supervisorial District in which you Reside: District 5

Length of Residency in the County: 12 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
John

Last Name:
Patton

Mailing Address:
[redacted] Mariposa, CA 95338

Email Address:
[redacted]@gmail.com

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
Mariposa County Fire Department

Employer's Address:
[redacted], CA 95338

Day Telephone Number:
209-[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
MCFAC is in need of members of the public to review and vote on issues, and my experience working in Fire will help me support in advisory recommendations and problem solving.

Please list prior/current appointments to other Boards/Commissions/Committees:
Current member of Lushmeadows Board of Directors

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

My understanding of wildfire and work with wildfire mitigation will help bring context and understanding to the recommendations and actions of this advisory committee.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

I work for County Fire but feel that will support my duties for this advisory committee.

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
no	Any	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 9/20/2023 Signature: John M. Pabbo

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-536

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Sub-Lease Agreement Between Mariposa County Health and Human Services (Lessee) and The Central California Alliance for Health (Sub-Lessee) for Office Space at the Mariposa County Health and Human Services Center located at 5362 Lemee Lane, Mariposa, CA; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Sub-Lease Agreement Between Mariposa County Health and Human Services (Lessee) and The Central California Alliance for Health (Sub-Lessee) for Office Space at the Mariposa County Health and Human Services Center located at 5362 Lemee Lane, Mariposa, CA; and Authorize the Board of Supervisors Chair to Sign the Agreement.
This sub-lease agreement is permitted by Article 7 of the County's lease agreement with Descor Assignment and Subletting by Tenant. Mariposa County Health and Human Services (Lessee) has obtained approval from the landlord to sub-let approximately 418 square feet of office space in the Mariposa County Health and Human Services Center to The Central California Alliance for Health (Sub-Lessee). The sub-lease amount shall be $15,048 per year ($1,254 per month) for the term of three years beginning on 10/15/2023

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County and the Alliance first began discussions regarding the feasibility a partnership in 2012 and again most recently, the County contacted the Alliance in 2019 regarding its interest in exploring the possibility of working with the Alliance towards an expansion of the Alliance's COHS Medi-Cal managed care plan services. The Alliance's history of successful operations in the region and its emphasis on access, quality, member engagement and provider support are all factors in the County's interest in working with the Alliance.

The Mariposa County Board of Supervisors adopted Ordinance 2021-ORD-1166 adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled, "Santa CruzMonterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission" on September 28th, 2021. On April 20, 2021, the Mariposa County Board of Supervisors approved the submission of a Letter of Intent, in collaboration with Central California Alliance for Health (the Alliance), to change the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model. On August 10, 2021, the Board of Supervisors received further information from and engaged in a discussion with Stephanie Sonnenshine, CEO for The Central California Alliance for Health, regarding the details involved in transitioning to the health plan and outlining the next steps - should the County decide to change MCMC models.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, The Central California Alliance for Health would seek an alternate location for office space within Mariposa County. This would be inconvenient for anyone needing Medi-Cal services.

FINANCIAL IMPACT

This sub-lese represents revenue to the department and will not impact the county General Fund.

ATTACHMENTS

1. **Mariposa County Sublease - CCAH**
2. **Exhibit A - Mariposa County Sublease**
3. **Exhibit B - Master Lease - Original 11-18-09 - Wsignatures - Res. 2009-563**

VOTE RESULT

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

SUB-LEASE AGREEMENT

THIS LEASE AGREEMENT (**LEASE**), made and entered into in the County of Mariposa, State of California, as of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter called **LESSEE**, and Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as the Central California Alliance for Health, a public entity health care plan provider, hereinafter called **SUB-LESSEE**.

WITNESSETH

WHEREAS, DesCor Builders, hereinafter called **LESSOR**, owns real property commonly known as the Human Services Center and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, **LESSEE** leases the Human Services Center from **LESSOR** under a master lease agreement (Master Lease)**;** and

WHEREAS, the parties wish to provide for the sub-leasing of said property by the **LESSEE** to the **SUB-LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. **CONSIDERATION/TERM:** For and in consideration of $15,048 per year ($1,254/month), **LESSEE** agrees to sub-lease the real property described above to

SUB-LESSEE. The initial term of this Sub-lease shall commence on the fifteenth day of October 2023, and shall continue for three (3) years (**INITIAL TERM**), renewable thereafter in accordance with the option terms set forth in Section 3 below and as mutually agreed by **LESSEE** and **SUB-LESSEE** (collectively, **TERM**).

3. **OPTION PERIODS: SUB-LESSEE** shall have three (3) separate, consecutive options to extend the Term of this Lease for additional one (1) year periods (**OPTION PERIODS**). **SUB-LESSEE** shall give **LESSEE** notice of **SUB-LESSEE'S** election to exercise the applicable Option Period not later than sixty (60) days prior to the expiration of the then-current Term. Each Option Period shall constitute an extension of the Term and shall be upon all of the same terms and conditions as the existing Term, except that **LESSEE** shall not be required to furnish any materials or perform any work to prepare the premises for **SUB-LESSEE'S** continued occupancy during an Option Period.

4. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a business office and a meeting space.

5. **REGULATIONS:** The use of the leased **PREMISES** by **SUB-LESSEE** shall at all times be subject to all federal and state laws and ordinances of the County of Mariposa. **LESSEE** warrants that the **PREMISES** are at the time of this Lease in compliance with all laws and ordinances.

6. **VOLUNTARY ASSIGNMENT:** Except as expressly provided herein, **SUB-LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSEE**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void and shall at the option of **LESSEE** terminate this Lease. This provision does not prohibit **SUB-LESSEE** from renting or allowing other parties to utilize the **PREMISES** for

permitted functions and events.

7. **INVOLUNTARY ASSIGNMENT: SUB-LESSEE** agrees that, except as expressly provided herein, neither this Lease or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

8. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: SUB-LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **SUB-LESSEE** and at the termination of this Lease shall be removed at the **SUB-LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **SUB-LESSEE** and **LESSEE**.

9. **MAINTENANCE AND REPAIR**: **SUB-LESSEE** will be responsible for all maintenance and repairs of **SUB-LESSEE** installed interior improvements. **SUB-LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal, state, local laws and ordinances. **LESSEE** shall notify the **SUB-LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **SUB-LESSEE**. **LESSEE** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **SUB-LESSEE** may at its option terminate the Lease.

10. **RIGHT OF RE-ENTRY OF LESSEE:** It is expressly agreed that in the event **SUB-LESSEE** creates or causes any breach of this Lease, **LESSEE** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **SUB-**

LESSEE promises and agrees to deliver unto **LESSEE** the said Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. **POSSESSORY INTEREST: SUB-LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **SUB-LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSEE** expresses no opinion on the taxable affect of this Lease.

13. **INDEMNITY: SUB-LESSEE** and **LESSEE** agree to indemnify, protect, defend and hold the other party and the other party's officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs of any kind, including but not limited to, all costs of defense thereof, directly caused by or arising solely out of the indemnifying party's wrongful acts or omissions under this Lease or the wrongful acts or omissions of the indemnifying party's guests, invitees, or agents. Upon demand from the indemnified party, the indemnifying party shall, at its own expense, defend the indemnified party and the indemnified party's officers, agents, and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising solely from the acts or omissions of the indemnifying party.

14. **INSURANCE: SUB-LESSEE** shall obtain and keep in full force and effect, general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage during any right of occupancy of the leased **PREMISES**. **LESSEE** shall obtain and keep in full force and effect, a standard policy of "all-risk" or "special perils" insurance with customary exclusions covering the building and **PREMISES,** and a standard commercial general liability insurance policy, in both cases in amounts comparable to the amounts carried by lessors of comparable commercial spaces in the County of Mariposa.

15. **CHANGE OF ADDRESS:** It shall be **LESSEE'S** responsibility to inform **SUB-LESSEE** of any change of address.

16. **INSPECTION:** Subject to **LESSEE'S** PHI responsibilities below, **LESSEE** shall be permitted to enter and view the **PREMISES** at any reasonable time in the case of an emergency, and otherwise at reasonable times upon not less than forty-eight (48) hours' prior notice for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSEE** is obligated to do.

17. **PROTECTED HEALTH INFORMATION:** For purposes of this **LEASE**, "PHI" refers to and includes both "Protected Health Information" as defined at 45 CFR section 160.103 and "Personal Information" as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic. Notwithstanding Section The parties agree that neither the **LESSEE** nor its contractors, subcontractors, or agents shall seize records containing, seek access to, accept, use, or disclose any **SUB-LESSEE** PHI without **SUB-LESSEE'S** explicit prior written permission. Further, except as required by applicable law, **LESSEE** and **LESSEE'S** contractors, subcontractors, and agents are expressly prohibited from accessing any spaces within the premises in which **SUB-LESSEE** has notified **LESSEE** that **SUB-LESSEE'S** PHI is generated, stored, or otherwise accessible unless **LESSEE** provides **SUB-LESSEE** with adequate advance notice to secure **SUB-LESSEE'S** PHI. Notwithstanding the foregoing, in the event that **SUB-LESSEE'S** PHI is disclosed to **LESSEE**, its contractors, subcontractors, or agents, regardless as to whether the disclosure is inadvertent or otherwise, **LESSEE** agrees to take reasonable steps to maintain, and to require its contractors, subcontractors, and agents to maintain, the privacy and confidentiality of such **SUB-LESSEE** PHI. **LESSEE** shall hold harmless and indemnify **SUB-LESSEE** for any loss, claim, damage, liability, cost, and expense arising out of any unauthorized access or disclosure of **SUB-LESSEE'S** PHI by the **LESSEE** or **LESSEE'S** contractors, subcontractors, or agents. The parties agree

that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined in 45 CFR section 160.103.

18. <u>TERMINATION PRIOR TO EXPIRATION</u>:

A. The LESSEE shall have the right to terminate this Lease, in whole or in part, on the occurrence of any of the following events:

(1) The failure of the **SUB-LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(2) The abandonment of the leased **PREMISES**. Should this occur **LESSEE** shall not be responsible for the custodial protection of **SUB-LESSEE'S** abandoned property, fixtures or equipment.

B. **SUB-LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice. In such case the **SUB-LESSEE** shall pay a termination fee of one (1) months rent.

C. **FUNDING AVAILABILITY.** It is mutually agreed that if the **SUB-LESSEE's** budget of the current year and/or any subsequent years covered under this Lease does not appropriate sufficient funds for the program, this Lease shall be of no further force and effect. In this event, the **SUB-LESSEE** shall have no liability to pay any funds whatsoever to **LESSEE** or to furnish any other considerations under this Lease and **LESSEE** shall not be obligated to perform any provisions of this Lease.
If funding for any fiscal year is reduced or deleted by the **SUB-LESSEE** budget for purposes of this program, the **SUB-LESSEE** shall have the option to either cancel this Lease with no liability occurring to the **SUB-LESSEE**, or offer a Lease amendment to **LESSEE** to reflect the reduced amount.

19. <u>BREACH</u>: In the event of breach of this Lease by either party, the nonbreaching

party shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

20. **ACCESSIBILITY: LESSEE** hereby advises **SUB-LESSEE** that the premises have been inspected by a Certified Access Specialist (CASp). The CASp has determined that the premises meet all applicable construction-related accessibility standards pursuant to California Civil Code § 55.53. **LESSEE** shall provide **SUB-LESSEE** with a copy of the CASp report and the accompanying Disability Access Inspection Certificate upon request in accordance with California Civil Code § 1938. The foregoing verification is included in this sublease solely for the purpose of complying with California Civil Code § 1938 and shall not in any manner affect **LESSEE**'S and **SUB-LESSEE**'S respective responsibilities for compliance with construction-related accessibility standards as provided under this sublease.

21. **LESSOR PERFORMANCE OF MASTER LEASE:** On the written request of **SUB-LESSEE**, **LESSEE** shall make a written demand on **LESSOR** to perform its obligations under the Master Lease with respect to the premises if **LESSOR** fails to perform same within the time frame and in the manner required under the Master Lease; provided, however, **SUB-LESSEE** shall not be required to bring any action against the **LESSOR** to enforce its obligations.

22. **REPRESENTATIONS OF LESSEE: LESSEE** represents and warrants the following is true and correct as of the date hereof:

A. **LESSEE** is the tenant under the Master Lease and has the capacity to enter into this sublease with **SUB-LESSEE**, subject to MASTOR LESSOR'S consent.

B. The Master Lease attached hereto as Exhibit B is a true, correct, and complete copy of the Master Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.

C. As of the Effective Date, there is no default by **LESSEE** or, to **LESSEE'S** current actual knowledge, **LESSOR** under the Master Lease and no event has occurred that, with the passage of time or the giving of notice, or both, would constitute a default by either **LESSOR** or **LESSEE** under the Master Lease; and

D. As of the Effective Date, **LESSEE**'S interest in the Master Lease and the premises is free and clear of any liens, encumbrances, or adverse interest of third parties.

23. CONFLICT OF INTEREST: **LESSEE** hereby certifies that it has read and is aware of the provisions of California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 81000 et seq.), and Title 22 California Code of Regulations (CCR) Section 53600 relating to conflict of interest of public officers and employees. **LESSEE** agrees that it is unaware of any financial or economic interest of any public officer or employee of the **SUB-LESSEE** relating to this sublease. Notwithstanding any other provision of this sublease, it is further understood and agreed that if such financial interest does exist at the inception of this sublease, the **SUB-LESSEE** may immediately terminate this sublease by giving written notice thereof.

24. PUBLICITY: **LESSEE** shall not issue any press release, public statement or other public notice relating to this sublease or **SUB-LESSEE** without obtaining the prior written consent of the **SUB-LESSEE**.

25. PARTNERSHIP DISCLAIMER: It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **SUB-LESSEE** as an agent or representative of the **LESSEE** for any purpose or in any manner whatsoever.

26. NOTICES: Any notice to the **SUB-LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Central California Alliance for Health
Attention: Administrative Contracts
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066

Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338.

27. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

28. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSEE:

MILES MENETRY, Chair
Mariposa County Board of Supervisors

SUB-LESSEE:

CEO,
The Central California Alliance for Health

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

EXHIBIT A

Property known as: Mariposa County Human Services Center
5362 Lemee Lane
Mariposa, CA. 95338

Central California Alliance for Health (CCAH) is sub-leasing a portion of a building from County of Mariposa (County). Portion of building covered by this sub-lease is adjacent to Motherlode Job Training, and is identified as the blue area circled in black on attached floor plan (Exhibit B – Tenant Occupancy Plan). Area is approximately 418 square feet not including main lobby and other common areas. The square foot rate is $3.00, resulting in a monthly rate of $1,254 annual total of $15,048. CCAH shall have access to the premises and the parking areas twenty-four (24) hours per day, seven (7) days per week.

1. Utilities and Services Included. Calculation of the Sub-Lease cost includes the utilities, services, furniture, and use of all areas specified in this Exhibit A, including the following items:
   a. Electricity, Propane, Water, Sewage, Trash
   b. Heating, Ventilation, HVAC
   c. Building Landscaping
   d. Janitorial Services, including sweeping, disposing of rubbish from waste disposal cans, recycling papers from designated recycling bins, and dusting and wiping furniture. Upon completion of the nightly services, janitorial staff shall turn off all lights and lock all doors to the premises. Cleaning shall take place at the same frequency as LESSEE'S cleaning services for the building, but at least on a nightly basis, Monday through Friday. Secure document shredding receptacles are available throughout the building in non-public areas and will be emptied on a monthly basis.

2. Network and Internet Service Provision
   a. County shall provide wired internet cable connections to support CCAH's dedicated wired network.
   b. CCAH will collaborate with the Internet Service Provider (Sierra Tel or other ISP) to establish an account for internet services.
   c. The CCAH network will implement distinct access protocols and security measures to ensure the confidentiality and integrity of the county network.
   d. County Technical Services will provide CCAH access and space in a secure MPOE or IDF network room for ISP and CCAH network hardware. The County shall implement distinct access protocols and security measures to ensure only County Technical Services personnel can access the network hardware room. In no event shall County or County's employees, contractors, or agents, (including, but not limited to, County Technical Services personnel), tamper with, move, or use CCAH's equipment or connect to CCAH's dedicated network in any manner without CCAH's express prior permission.

e. County Technical Services will offer comprehensive network support from the Main Point of Entry (MPOE) to the designated data ports used exclusively by CCAH.
f. CCAH will assume responsibility for the management of their dedicated network infrastructure and devices.

3. Work Area
   a. CCAH will supply their own essential peripherals, including docking stations, monitors, keyboards, headsets, etc., for the staff work area.
   b. County Technical Services will ensure that the designated cubicles for the team are equipped with CCAH network connectivity.

4. Brown Act Meeting Room Facilities
   a. County will reserve Brown Act Meeting Room facilities for CCAH's use in accordance with CCAH's Brown Act meeting schedule and as CCAH may additionally reasonably request from time-to-time. County shall ensure that Brown Act Meeting Room facilities are available to CCAH with at least the following frequency:
      i. Board Meetings: Monthly
      ii. FiComm Meetings: Monthly (generally held immediately preceding or succeeding Board Meetings)
      iii. PAG Meetings: Quarterly
      iv. MSAG Meetings: Quarterly

      CCAH shall provide the County with CCAH's Brown Act meeting schedule on a yearly basis in advance of its first yearly Brown Act meeting, and County will use best efforts to accommodate CCAH's requested schedule. County acknowledges receipt of CCAH's 2023 Brown Act meeting schedule and County agrees to reserve the following meeting room for CCAH's use accordingly:

      Catheys Valley Room:
      Mariposa County Health and Human Services
      5362 Lemee Lane
      Mariposa, CA 95338
   b. The County's shared meeting rooms are outfitted with monitors, computers, speaker, microphone, and cameras with internet access designated for use solely by CCAH.
   c. CCAH will utilize a County-issued account to access computer and internet services.
   d. County will ensure that the meeting room equipment enables CCAH to seamlessly access virtual desktops and video conferencing software.

5. Member Interview Meeting Rooms
   a. County shall designate two (2) Member Interview Rooms as labelled in the Tenant Occupancy Plan below for CCAH's exclusive use throughout the Term of this sub-lease. When needed, CCAH may utilize additional non-designated spaces as available.

b. CCAH shall provide its own docking stations in CCAH's designated Member Interview Rooms for CCAH's exclusive use.
c. The designated Member Interview Rooms will have access to the CCAH network for CCAH's sole use.
d. Member Interview Rooms are equipped with phones for CCAH use.
e. Video conferencing equipment will be provided by Mariposa County Health and Human Services in Brown Act Meeting Rooms and Member Interview Rooms for CCAH staff's exclusive use. Upon approval by Mariposa County Tech Services, additional equipment may be added to the Interview Rooms by CCAH as needed.
f. In no event shall County or County's employees, contractors, or agents, (including, but not limited to, County Technical Services personnel), tamper with, move, or use CCAH's equipment or connect to CCAH's dedicated network in any manner without CCAH's express prior permission.

6. Technical Support
   a. County shall make County Technical Services personnel available to work with the CCAH Technology Services team to help resolve technical support issues within the physical subleased office and Member Interview Rooms, primarily in regard to physical hardware equipment (rebooting hardware, etc.). County Technical Support will be provided in collaboration with CCAH based on impact, urgency and availability.
   b. County shall further make on-site County Technical Services personnel available to CCAH to provide technical support during each CCAH Brown Act meeting for a minimum of five (5) hours per meeting. CCAH will be entitled to utilize, and County Technical Services personnel will provide support for, County's web cam, television, meeting room computers, speakers, microphones, and such other County equipment the parties may agree upon from time-to-time.

7. Building Access
   a. Building entry and egress will be secured and controlled by the County. ID badges with magnetic strip will be issued to each employee and access programmed according to mutual agreement.
   b. CCAH visitors may enter through the CCAH Visitor Entrance, as labelled in the Tenant Occupancy Plan below, and the County's building reception personnel shall notify CCAH of any CCAH visitor's arrival.
   c. County shall ensure CCAH staff will have unhindered ingress and egress to the sub-leased area through the adjacent Motherlode Job Training space throughout the Term of this sublease, as labelled in the Tenant Occupancy Plan below (CCAH Staff Entrance).

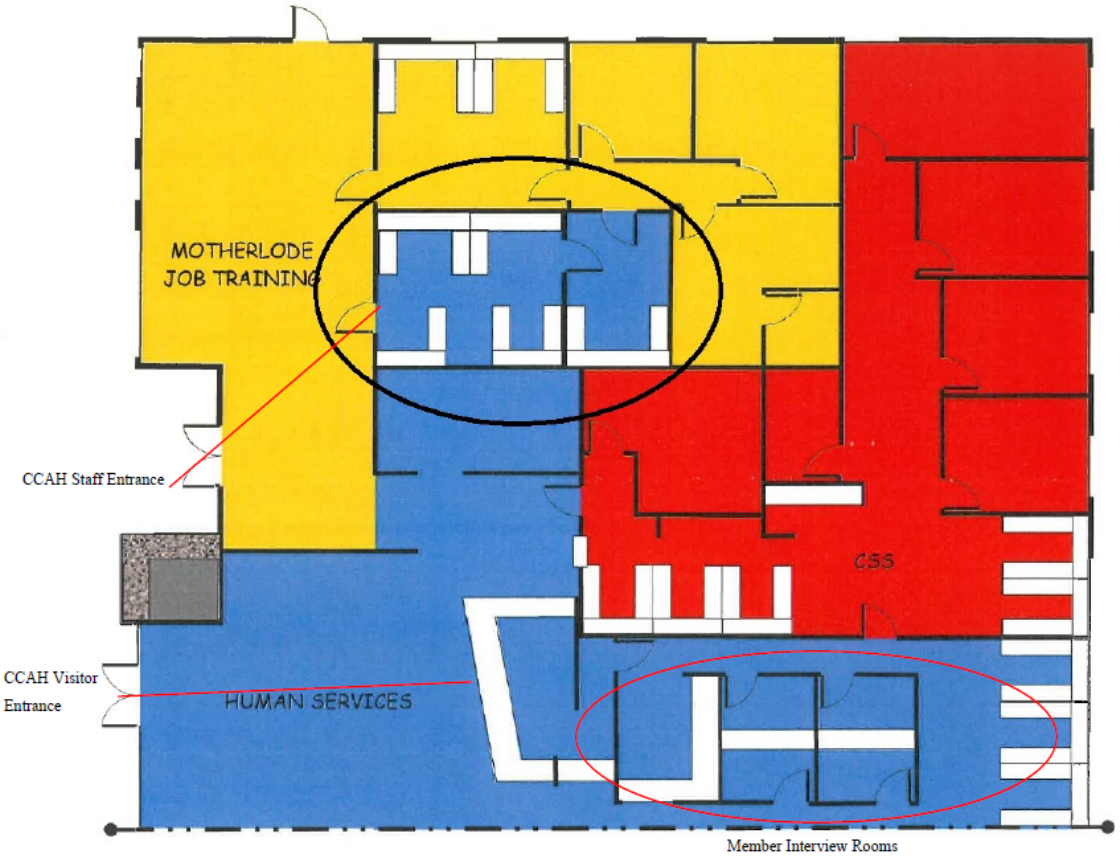
8. Parking.
   a. CCAH and its visitors shall have the right to park in any available visitor spaces for the building.

9. Building Code Compliance.
    a. County is responsible for ensuring the building is up to code and in compliance with applicable city, state, and federal guidelines, including, but not limited to, providing emergency lighting for building exit signs.

10. Common Areas.
    a. All CCAH staff will have access to all common use areas including, but not limited to: Main lobby, public restrooms, staff break room, elevators, staff restrooms, staff showers, common use corridors, individual client meeting rooms, large meeting rooms.

11. Furniture and Fixtures.
    a. The County is providing the premises to CCAH fully furnished, including all cubicles and fixtures contained in the premises at the time of inspection. County shall repair, maintain, or replace such furniture, fixtures, and equipment as the same become obsolete or unsuitable for use through ordinary wear and tear, provided that CCAH shall at its sole expense replace or repair any furniture, fixtures and equipment damaged or destroyed by the negligence or willful misconduct of CCAH, its employees, members, or other CCAH visitors.

Central Californial Alliance for Health Office Space Map



TENANT OCCUPANCY PLAN

RES. NO. 09-563

LEASE

BY AND BETWEEN

DESCOR MARIPOSA, LLC,
a California limited liability company

as Landlord

and

THE COUNTY OF MARIPOSA,
a political subdivision of the State of California

as Tenant

November 18, 2009

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LEASE

THIS LEASE, dated November __, 2009 for reference purposes only, is made by and between **DESCOR MARIPOSA, LLC**, a California limited liability company ("Landlord") and **THE COUNTY OF MARIPOSA**, a political subdivision of the State of California ("Tenant"), to be effective and binding upon the parties as of the date the last of the designated signatories to this Lease shall have executed this Lease (the "Effective Date of this Lease").

ARTICLE 1

REFERENCE

1.1 References. All references in this Lease (subject to any further clarifications contained in this Lease) to the following terms shall have the following meaning or refer to the respective address, person, date, time period, amount, percentage, calendar year or fiscal year as below set forth:

Tenant's Address for Notice:	County of Mariposa P. O. Box 784 Mariposa, CA 95338 Attn: County Administrative Officer Fax No. (209) 966-5147 Phone No. (209) 966-3222 With copy to: Mariposa County Counsel P. O. Box 189 Mariposa, CA 95338
Landlord's Address for Notices:	DesCor Mariposa, LLC 3164 Gold Camp Drive, Suite 250 Rancho Cordova, CA 95670 Attn: Neal Cordeiro Fax No. (916) 463-0195 Phone No. (916) 463-0191
Term:	Twenty-Five (25) years.
Lease Commencement Date:	On or before September 1, 2011 and as defined in Section 2.3
Lease Expiration Date:	Twenty-Five (25) years from the Lease Commencement Date, unless earlier terminated or extended in accordance with the terms of this Lease.
Tenant's Security Deposit:	No security deposit shall be required
Tenant's Required Liability Coverage:	$3,000,000 Combined Single Limit
Property:	That certain real property situated in the County of Mariposa, State of California, to be improved with two (2) building(s), which real property is shown on the Site Plan attached hereto as **Exhibit "A"** and is commonly known as or otherwise described as follows: APNs: 013-010-016 located at 5336

	Highway 49 North, Mariposa, California 95338. The legal description of the Property is attached hereto as **Exhibit "B"**.
Buildings:	Human Services Agency Building. That certain building and related improvements to be constructed by Landlord on the Property (the "HSA Building") which HSA Building is shown outlined on **Exhibit "A"** hereto. The parties anticipate that the HSA Building will contain a total of approximately thirty-three thousand five hundred ninety-four (33,594) rentable square feet of space, subject to development approvals and to confirmation by the parties as provided in Section 2.7. Family Service Center Building. That certain building and related improvements to be constructed by Landlord on the Property (the "FSC Building") which FSC Building is shown outlined on **Exhibit "A"** hereto. The parties anticipate that the FSC Building will contain a total of approximately three thousand thirty-five (3,035) rentable square feet of space, subject to development approvals and to confirmation by the parties as provided in Section 2.7. The HSA Building and the FSC Building shall be collectively referred to as the "Buildings".
Outside Areas:	The "Outside Areas" shall mean all areas within the Property which are located outside the Buildings, such as pedestrian walkways, parking areas, landscaped areas, open areas and enclosed trash disposal areas.
Leased Premises:	All of the interior space located within the Buildings.
Tenant's Expense Share:	100%.
Base Monthly Rent:	The term "Base Monthly Rent" shall have the meaning described in Section 3.1 See Section 3.1 for increases in Base Monthly Rent
Permitted Use:	General office uses and any other related or incidental use.
Project Development Cost Allowance:	Three Hundred Sixty-Six Dollars and Two Cents ($366.02) per rentable square foot within the Leased Premises.
Exhibits:	The term "Exhibits" shall mean the Exhibits of this Lease which are described as follows and incorporated herein by reference: **Exhibit "A"** - Site Plan showing the Property and the outline of the Buildings in which the Leased Premises will be located. **Exhibit "B"** – Legal description of the Property.

Exhibit "C" - Form of Lease Commencement Date and Substantial Completion Certificate

Exhibit "D" Project Development Work

Exhibit "E" - Construction of Project Development Work

Exhibit "F-1" - Rental Rate Confirmation Statement

Exhibit "F-2" - Base Monthly Rent Confirmation Statement

Exhibit "G" - Form of Tenant Estoppel Certificate for Acceptance of Leased Premises

Exhibit "H" - Form of Tenant Estoppel Certificate

Exhibit "I" - Form of Purchase and Sale Agreement

ARTICLE 2

LEASED PREMISES, TERM AND POSSESSION

2.1 Demise Of Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Lease Term and upon the terms and subject to the conditions of this Lease the Buildings and all other improvements constructed on the Property, reserving and excepting to Landlord such access as may be required by Landlord to the Buildings' roofs and heating, ventilating, air conditioning, ducting, and cabling systems or any other aspects of the Buildings or other improvements constructed by Landlord in order for Landlord to effectuate any necessary inspections, maintenance, repairs or replacements. Tenant's lease of the Leased Premises, together with the appurtenant right to use the Outside Areas as described in Section 2.2 below, shall be conditioned upon and be subject to the continuing compliance by Tenant with (i) all the terms and conditions of this Lease, (ii) all Laws (defined in Section 13.11) and Private Restrictions (defined in Section 13.11) governing the use or occupancy of the Leased Premises and the Property and (iii) all easements and other matters now of public record approved by Tenant respecting the use of the Leased Premises and Property.

2.2 Right To Use Outside Areas. As an appurtenant right to Tenant's right to the use and occupancy of the Leased Premises, Tenant shall have the exclusive right to use the Outside Areas in conjunction with its use of the Leased Premises solely for the purposes for which they were designated and intended and for no other purposes whatsoever. Tenant's right to so use the Outside Areas shall be subject to the limitations on such use as set forth herein, and shall terminate concurrently with any termination of this Lease. Landlord shall not materially and adversely interfere with Tenant's use of the Outside Areas in connection with any maintenance, repair or replacement of any aspect of the Outside Areas by Landlord.

2.3 Lease Commencement Date And Lease Term. The term of this Lease shall begin, and the Lease Commencement Date shall be deemed to have occurred, on or before the sooner to occur of (i) September 1, 2011 or (ii) upon Landlord's delivery to Tenant of the Leased Premises with the Project Development Work (defined below in Section 2 of **Exhibit "E"**) substantially complete (said earlier date shall be referred to as the "Lease Commencement Date"). As used in the foregoing sentence, the Project Development Work shall be deemed "substantially complete" at such time Landlord's Architect certifies that the Project Development Work has been completed in accordance with the terms set forth in **Exhibit "E"**, and a temporary certificate of occupancy has been issued for the Leased Premises subject only to "punchlist" items which do not materially impair Tenant's use of the Leased Premises. Tenant's acceptance of the Leased Premises shall be based upon completion of a walk-through inspection thereof by both Tenant and Landlord. During said walk-through inspection, "punchlist" items will be identified to the extent reasonably discernable by Tenant. Landlord will complete such punchlist items within sixty (60) days after the walk-through inspection. Within five (5) days after the Lease Commencement Date has been determined, Landlord and Tenant shall execute a Lease Commencement Date Certificate in the form of **Exhibit "C"** attached hereto. The term of this Lease shall in all events end on the Lease Expiration Date (as set forth in Article 1)

except to the extent extended pursuant to the provisions of this Lease. The Lease Term shall be that period of time commencing on the Lease Commencement Date and ending on the Lease Expiration Date (the "Lease Term").

2.4 Delivery Of Possession. Landlord shall use commercially reasonable, diligent efforts to deliver to Tenant possession of the Leased Premises with the Project Development Work substantially completed on or before September 1, 2011 (the "Estimated Completion Date"). If Landlord is unable to so deliver possession of the Leased Premises to Tenant on or before the Estimated Completion Date, Landlord shall not be in default under this Lease, nor shall this Lease be void, voidable or cancelable by Tenant until the lapse of one (1) year after the Estimated Completion Date (the "delivery grace period"). Additionally, the delivery grace period shall be extended for such number of days as Landlord may be delayed in delivering possession of the Leased Premises to Tenant by reason of Force Majeure (defined in Section 13.8) or Tenant Delay (defined in Section 9 of **Exhibit "E"**). If Landlord is unable to deliver possession of the Leased Premises to Tenant within the described delivery grace period (including any extension thereof by reason of Force Majeure or Tenant Delay) and provided that Landlord has exercised diligent, commercially reasonable efforts to complete the Project Development Work and deliver the Leased Premises to Tenant as soon as practicable, then Tenant's sole remedy shall be to terminate this Lease by written notice delivered to Landlord within twenty (20) days after the expiration of the delivery grace period (as extended, if applicable), and in no event shall Landlord be liable in damages to Tenant for such delay. Landlord shall promptly advise Tenant of any expected delay in the delivery of possession of the Leased Premises. Landlord shall use commercially reasonable efforts to assure that the Project Development Work is completed free from patent or latent defects and, upon request by Tenant, Landlord shall assign to Tenant on a non-exclusive basis all of its rights against the General Contractor(s) (defined in Section 6 of **Exhibit "E"**) as well as its/their subcontractors and suppliers respecting the performance and completion of the Project Development Work and Landlord shall cooperate with Tenant and use commercially reasonable efforts to assist Tenant in enforcing such rights.

2.5 Construction of Project Development Work. Landlord shall, subject to and in conformance with **Exhibit "D"** and **Exhibit "E"**, construct the Project Development Work upon the Property.

2.6 Surrender Of Possession. Immediately prior to the expiration or upon the sooner termination of this Lease, Tenant shall vacate and surrender the Leased Premises, the Buildings, the Outside Areas and the Property to Landlord broom clean and in the same condition as existed as of the completion of the Project Development Work, reasonable wear and tear excepted. Tenant shall remove its equipment, trade fixtures and other personal property from the Leased Premises upon termination of the Lease as well as any improvements, alterations or additions made by Tenant to the Leased Premises during the Term and designated by Landlord for removal, except to the extent Landlord has agreed in writing at the time of its consent to such improvements, alterations or additions that the same would not have to be removed from the Leased Premises at the end of the Term. Additionally, Tenant shall repair all damage caused by the removal of any alterations, improvements or additions required to be removed as provided above.

2.7 Verification of Rentable Square Footage. Landlord and Tenant hereby acknowledge and agree that each party hereto shall have the right, at such party's sole option, to remeasure the rentable square footage of the Leased Premises (which as of the date hereof is anticipated to be comprised of (i) 33,594 rentable square feet for the HSA Building and (ii) 3,035 rentable square feet for the FSC building, subject to planning and other approvals and any mutually agreed upon design changes). Any such remeasurement shall be determined in accordance with the standards set forth in ANSI Z65.1-1996, as promulgated by the Building Owners and Managers Association for a single tenant building (the "**BOMA Standard**"). In the event that any remeasurement pursuant to the terms of this Section 2.7 indicates that the actual rentable square footage of either the HSA Building or the FSC Building differs from that set forth in this Lease, any payments due either party (or other rights between Landlord and Tenant) based upon the number of rentable square feet contained in the HSA Building or the FSC Building, as applicable, shall be proportionally, retroactively and prospectively reduced or increased, as appropriate, to reflect the actual number of rentable square feet as properly remeasured under the BOMA Standard. In the event that neither Landlord nor Tenant remeasures the Leased Premises on or prior to the Lease Commencement Date, the rentable square footage of the Leased Premises shall not be subject to remeasurement or modification.

2.8 Options to Extend Lease Term. Subject to the terms and conditions of this Section 2.8, Tenant shall be entitled to extend the Lease Term hereof for two (2) successive ten (10) year periods (each, an "Extension Term"). To exercise any such extension option, Tenant must deliver a binding written notice to Landlord (i) on or prior to the fifteenth (15th) anniversary of the Lease Commencement Date with respect to the first Extension Term and (ii) on or prior to the twenty-fifth (25th) anniversary of the Lease Commencement Date with respect to the second Extension Term. Tenant shall not be entitled to exercise its option for any Extension Term if Tenant is then in material default of its obligations hereunder at the time of its attempted exercise; provided, however, that Tenant shall have a grace period of ten (10) days to cure any such default or exercise any option right (in the event that Tenant failed to timely exercise its option rights) in order to prevent any inadvertent or unintentional loss of Tenant's option rights hereunder. If Tenant fails to exercise its option to extend the Lease Term as provided hereinabove, said option and any further option that Tenant would otherwise have to extend the Lease Term shall lapse and be of no further force or effect. Base Monthly Rent at the inception of and throughout any Extension Term shall be as described in Section 3.1. If Tenant exercises either or both of the Extension Terms, then upon and for a two (2) year period following each such exercise, Tenant shall be entitled to refurbish or otherwise improve the Leased Premises subject to the terms hereof and Landlord shall reimburse Tenant for such expenditures up to a total of Five Dollars ($5.00) per rentable square foot within the Leased Premises, provided that Tenant submits invoices and evidence of payment for said work to Landlord in form and content reasonably acceptable to Landlord. Tenant agrees that, if for any reason Landlord fails to provide the Five Dollar ($5.00) per square foot refurbishment allowance to Tenant as provided above, (i) Tenant's exclusive remedy on account thereof would be to bring an action against Landlord for equitable relief and/or damages and (ii) Tenant would not be entitled to terminate the initial twenty-five (25) year term of the Lease or to offset the amount of the refurbishment allowance against Rent due hereunder as a result of said failure.

2.9 Division of Property. In order to allow Tenant to purchase the FSC Building as described in Article 16, commencing on or about the beginning of construction of the Project Development Work, Landlord shall use commercially reasonable efforts to process all approvals needed to complete a lot line adjustment or , if required, a parcel map (the "Lot Division") so that the FSC Building and the amenities that serve the FSC Building are part of a legal parcel that is separate from the remainder of the Property and the HSA Building (the "FSC Parcel"). Tenant acknowledges that the Lot Division will require Landlord to record a reciprocal easement agreement against the Property to provide for mutual access, parking and maintenance issues related to the FSC Parcel and the remainder of the Property (the "REA"). Landlord's duty to process and complete the Lot Division needed to create the FSC Parcel shall be conditioned upon Landlord's approval of all conditions, exactions, dedications and other requirements imposed upon the Property or as conditions to the Lot Division in connection with the processing and approval thereof. If Tenant elects to purchase the FSC Parcel as provided in Article 16, then, upon the closing of Tenant's purchase of the FSC Parcel, (i) the FSC Parcel shall be deemed excluded from the Leased Premises and the Property, (ii) the FSC Base Monthly Rent (as defined in Section 3.1) shall cease to be payable, (iii) all references herein to the Buildings shall be deemed to refer solely to the HSA Building, (iv) all references herein to the Outside Areas shall be deemed to refer to the Outside Areas on the remaining portion of the Property after excluding the FSC Parcel (the "HSA Parcel") and (iv) all sums payable as rent hereunder shall continue to be payable following said closing except for the FSC Base Monthly Rent which shall cease as of said closing.

ARTICLE 3

RENT, LATE CHARGES AND SECURITY DEPOSITS

3.1 Base Monthly Rent.

(a) The base rental rate that shall apply to the HSA Building (the "HSA Rental Rate") is estimated to be Two Dollars Thirty-Four and Five-Tenths Cents ($2.345) (the "HSA Estimated Rental Rate") per rentable square foot of the HSA Building which estimate is based in part on the estimated interest rate as of November 6, 2009 of the Landlord's mortgage loan (the "Mortgage Loan") for the acquisition of the Property and the construction of the HSA Building, which estimated interest rate is six and one-half percent (6.5%) (the "HSA Estimated Interest Rate"). The actual HSA Rental Rate shall vary from the HSA Estimated Rental Rate if the actual interest rate payable by Landlord on the Mortgage Loan (the "HSA Interest Rate") is different than said HSA Estimated Interest Rate. Once Landlord has locked in the HSA Interest Rate, Landlord shall notify Tenant of the HSA Interest Rate and the resulting positive or negative adjustment in the HSA Rental Rate from the HSA Estimated Rental Rate and the

parties shall confirm the actual HSA Rental Rate in writing by completing and executing the Rental Rate Confirmation Statement attached hereto as **Exhibit "F-1"**.

(b) The base rental rate that shall apply to the FSC Building (the "FSC Rental Rate") is estimated to be One Dollar and Eighty-One Cents ($1.81) (the "FSC Estimated Rental Rate") per rentable square foot of the FSC Building which estimate is based in part on the estimated interest rate as of November 6, 2009 of the Landlord's loan (the "FSC Loan") for the construction of the FSC Building, which estimated interest rate is six and one-half percent (6.5%) (the "FSC Estimated Interest Rate"). The actual FSC Rental Rate shall vary from the FSC Estimated Rental Rate if the actual interest rate payable by Landlord on the FSC Loan (the "FSC Interest Rate") is different than said FSC Estimated Interest Rate. Once Landlord has locked in the FSC Interest Rate, Landlord shall notify Tenant of the FSC Interest Rate and the resulting positive or negative adjustment in the FSC Rental Rate from the FSC Estimated Rental Rate and the parties shall confirm the actual FSC Rental Rate in writing by completing and executing the Rental Rate Confirmation Statement attached hereto as **Exhibit "F-1"**.

(c) Commencing on the Lease Commencement Date and continuing throughout the Lease Term, Tenant shall pay to Landlord, without prior demand therefor, in advance on the first day of each calendar month, as the "Base Monthly Rent" an amount equal to the sum of (x) (1) the product of the size (in total rentable square feet) of the HSA Building multiplied by the HSA Rental Rate (the "HSA Base Monthly Rent") plus (2) the product of the size (in total rentable square feet) of the FSC Building multiplied by the FSC Rental Rate (the "FSC Base Monthly Rent"), plus (y) the Property Operating Expense Payment (defined in Section 3.2) plus (if applicable) (z) the Project Development Cost Payment. The "Project Development Cost Payment" shall be determined and applied as described in **Exhibit "E"**. Upon the determination of the Project Development Cost Payment, the parties shall confirm in writing the amount of the Base Monthly Rent as of the Lease Commencement Date by completing and executing the Base Monthly Rent Confirmation Statement attached hereto as **Exhibit "F-2"**, which amount shall remain subject to modification as provided in Section 3.2. The Property Operating Expense Payment shall be paid as described in Section 3.2 below.

(d) Commencing on the third (3rd) anniversary of the Lease Commencement Date, and on each anniversary of the Lease Commencement Date thereafter during the initial Lease Term and continuing during any Extension Term (each a "Rental Adjustment Date"), the both the HSA Base Monthly Rent and the FSC Base Monthly Rent for the succeeding twelve (12) month period shall be increased by two and one-half percent (2.5%) of the HSA Base Monthly Rent and two and one-half percent (2.5%) of the FSC Base Monthly Rent, respectively, payable for the prior month; provided, however, that the foregoing annual increases shall not apply to the Property Operating Expense Payment portion of the Base Monthly Rent, which portion shall be paid by Tenant as described herein without such annual increases.

3.2 Property Operating Expenses.

Tenant shall pay as part of Base Monthly Rent all Property Operating Expenses incurred and/or paid by the Landlord throughout the Term of the Lease. For purposes of this Lease, "Property Operating Expenses" shall include Real Property Taxes (defined in Section 13.11(a)), Landlord's Insurance Costs (defined in Section 13.11(b)), the Capital Replacement Reserve Payments (defined below) and all reasonable costs and expenses paid or incurred by Landlord in managing and operating the Property including but not limited to accounting and auditing expenses, costs of filing taxes or other filings required of Landlord in connection with the Property or Landlord's ownership thereof and costs of complying with the REA to the extent not paid directly by Tenant. The total amount of Property Operating Expenses incurred by Landlord during any year of the Lease Term shall constitute the "Property Operating Expense Payment" portion of Base Monthly Rent for said year.

On or before the Lease Commencement Date and in January of each subsequent calendar year of the Term, or as soon after as practicable, Landlord shall give tenant a reasonably detailed estimate of the Property Operating Expense Payment for the year then commencing.

Commencing on the Lease Commencement Date and continuing throughout the Term, Tenant shall pay Landlord monthly as a part of the Base Monthly Rent in advance and without notice or demand, one-twelfth (1/12) of the estimated Property Operating Expense Payment for said year. Landlord shall be entitled at any time upon thirty (30) days' prior written notice to Tenant to revise its estimate of the Property Operating Expense Payment for the then current year and to revise the amount payable by Tenant hereunder in accordance with such revised estimate whereupon Tenant shall pay to Landlord any lump sum amounts needed to increase the amount then paid by Tenant

toward the Property Operating Expense Payment to the amount which would have been paid if the revised estimate of the Property Operating Expense Payment had been in effect as of the beginning of the then current annual period. Following receipt of any such revised statement, Tenant shall make payments toward the Property Operating Expense Payment in accordance with such revised estimate as part of Base Monthly Rent as described herein. Additionally, within thirty (30) days of receipt of written invoice from Landlord, Tenant shall pay such portions of the Property Operating Expense Payment as may be required so that Landlord or Landlord's lender will have collected sufficient portions of the Property Operating Expenses to pay any then currently due installment of Property Operating Expenses not later than thirty (30) days prior to the due date of such installment. As of the execution hereof, Landlord estimates that the Property Operating Expense Payment for the first year of the Lease Term will be approximately Forty-Four Cents ($0.44) per rentable square foot within the Leased Premises per month, with said estimate being subject to adjustment as described herein. The foregoing estimated Property Operating Expense Payment includes the monthly amount of Fifteen Cents ($0.15) per rentable square foot within the Leased Premises (the "Capital Replacement Reserve Payments") which amount shall, upon request by Tenant, be applied toward the repair or replacement of capital improvements upon the Premises for which Tenant is responsible hereunder. Within thirty (30) days following the end of each calendar year during the Lease Term, any portion of the Capital Replacement Reserve Payments that has not been applied toward the repair or replacement of capital improvements as provided hereunder shall be returned to Tenant.

During the Term, Landlord shall furnish to Tenant within three (3) months following the end of the calendar year just concluded, a detailed statement with: the actual amount of Property Operating Expenses paid by the Landlord during the year; and the total amount paid by Tenant during the year toward the Property Operating Expense Payment. If the total amount incurred by Landlord as the Property Operating Expense Payment exceeds the total amount paid by Tenant during the year toward the Property Operating Expense Payment, then Tenant shall remit the balance due to the Landlord within thirty (30) days of receipt of said statement. If the total amount paid by Tenant during the year toward the Property Operating Expense Payment is greater than the total amount incurred by Landlord as the Property Operating Expense Payment, Landlord shall apply the overpayment to the next required Property Operating Expense Payment by Tenant hereunder or send a refund to the Tenant within thirty (30) days from the date expenses are reconciled.

3.3 Late Charge, And Interest On Rent In Default. Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Monthly Rent or any Property Operating Expenses will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amounts of which are extremely difficult or impractical to fix. Such costs and expenses will include without limitation, administration and collection costs and processing and accounting expenses. Therefore, if any installment of Base Monthly Rent (or any portion thereof) is not received by Landlord from Tenant within ten (10) days after Tenant's receipt of written notice from Landlord that the same is past due, Tenant shall immediately pay to Landlord a late charge in an amount equal to ten percent (10%) of the overdue amount. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the anticipated loss Landlord would suffer by reason of Tenant's failure to make timely payment. If any rent remains delinquent for a period in excess of ten (10) calendar days after Tenant's receipt of written notice from Landlord that the same is past due, then, in addition to such late charge, Tenant shall pay to Landlord interest on any rent that is not so paid from said tenth (10^{th}) day at the then maximum rate of interest not prohibited or made usurious by Law (not to exceed ten (10%) per annum) until paid.

3.4 Payment Of Rent. Except as specifically provided otherwise in this Lease, all rent shall be paid in lawful money of the United States, without any abatement, reduction or offset except as otherwise specifically provided for in this Lease, to Landlord at such address as Landlord may designate in Article 1. Tenant's obligation to pay Base Monthly Rent and all Property Operating Expenses shall be appropriately prorated at the commencement and expiration of the Lease Term. The failure by Tenant to pay any Property Operating Expenses as required pursuant to this Lease when due shall be treated the same as a failure by Tenant to pay Base Monthly Rent when due, and Landlord shall have the same rights and remedies against Tenant as Landlord would have had Tenant failed to pay the Base Monthly Rent when due.

3.5 Security Deposit. [Intentionally Deleted].

ARTICLE 4

USE OF LEASED PREMISES AND OUTSIDE AREA

4.1 Permitted Use. Tenant shall be entitled to use the Leased Premises solely for the "Permitted Use" as set forth in Article 1 and for no other purpose whatsoever. Tenant shall have the exclusive right to use the Outside Areas in conjunction with its Permitted Use of the Leased Premises solely for the purposes for which they were designed and intended and for no other purposes whatsoever.

4.2 General Limitations On Use. Tenant shall not do or permit anything to be done in or about the Leased Premises, the Buildings, the Outside Areas or the Property which does or could (i) jeopardize the structural integrity of the Buildings or (ii) cause damage to any part of the Leased Premises, the Buildings, the Outside Areas or the Property. Tenant shall not operate any equipment within the Leased Premises which does or could (i) injure, vibrate or shake the Leased Premises or the Buildings, (ii) damage, overload or impair the efficient operation of any electrical, plumbing, heating, ventilating or air conditioning systems within or servicing the Leased Premises or the Buildings, or (iii) damage or impair the efficient operation of the sprinkler system (if any) within or servicing the Leased Premises or the Buildings. Tenant shall not make any penetrations or cuts in, the ceiling, or roof of the Leased Premises without express written consent from Landlord which consent shall not be unreasonably withheld. Tenant shall not place any loads upon the floors, walls, ceiling or roof systems which could endanger the structural integrity of the Buildings or damage its floors, foundations or supporting structural components. Tenant shall not place any explosive, flammable or harmful fluids or other waste materials in the drainage systems of the Leased Premises, the Buildings, the Outside Areas or the Property. Tenant shall not drain or discharge any fluids in the landscaped areas or across the paved areas of the Property except that the natural drainage of storm water and irrigation drainage shall not be deemed to violate the foregoing prohibition. Tenant shall not use any of the Outside Areas for the storage of its materials, supplies, inventory or equipment and all such materials, supplies, inventory or equipment shall at all times be stored within the Leased Premises. Tenant shall not commit nor permit to be committed any waste in or about the Leased Premises, the Buildings, the Outside Areas or the Property.

4.3 Noise And Emissions. All noise or other emissions including odors generated by Tenant in its use of the Leased Premises shall be confined or muffled so that they do not interfere with the businesses of or annoy the occupants and/or users of adjacent properties.

4.4 Trash Disposal. Tenant will be responsible to ensure recycling, trash, garbage and waste is placed in appropriate bins located in the trash enclosure area(s) and removed from the Property on a regular basis.

4.5 Parking. Tenant shall be entitled to the exclusive right to use all of the parking spaces located on the Property. Tenant shall not, at any time, park or permit to be parked any recreational vehicles, inoperative vehicles or equipment in the Outside Areas or on any portion of the Property. Tenant agrees to assume responsibility for compliance by its employees and invitees with the parking provisions contained herein. If Tenant or its employees park any vehicle within the Property in violation of these provisions, then Landlord may, upon prior written notice to Tenant giving Tenant five (5) days (or any applicable statutory notice period, if longer than five (5) days) to remove such vehicle. Landlord reserves the right to grant non-exclusive easements and access rights to others for use of the parking areas on the Property, provided that (i) such grants do not materially interfere with Tenant's use of the parking areas and (ii) Tenant consents in writing to such grants which consent shall not be unreasonably withheld.

4.6 Signs. Signage (interior and exterior) will be provided as part of the Project Development Work and the cost thereof shall be included within the Project Development Costs (as defined in Section 6 of **Exhibit "E"**). Tenant shall be entitled to utilize any signage desired by Tenant provided that such signage complies with all applicable laws.

4.7 Compliance With Laws And Private Restrictions. Tenant shall abide by and shall promptly observe and comply with, at its sole cost and expense, all Laws and Private Restrictions respecting the use and occupancy of the Leased Premises, the Buildings, the Outside Areas or the Property including, without limitation, all Laws governing the use and/or disposal of hazardous materials, and shall defend with competent counsel, indemnify and hold Landlord harmless from any claims, damages or liability resulting from Tenant's failure to so abide, observe, or comply. Tenant's obligations hereunder shall survive the expiration or sooner termination of this Lease. Notwithstanding the foregoing, Landlord shall be responsible, at Landlord's sole cost and expense, for compliance

with all Laws pertaining to the construction of the Buildings in effect on or prior to the Lease Commencement Date and shall indemnify, defend and hold Tenant harmless from and against any and all costs, damages, expenses, losses or liability arising from any failure of Landlord to comply with such Laws. Landlord shall provide to Tenant written statements certified by both a qualified engineer and a qualified architect that the Leased Premises, the Buildings, and the Outside Areas are in compliance with all Laws then in effect. Upon receipt of such certification, Tenant shall acknowledge receipt of such statements and provide written acceptance of the certification by executing an estoppel certificate on the form attached hereto as **Exhibit "G"** or otherwise as Landlord may reasonably require indicating that the Landlord has satisfied in full its obligations in this Section 4.7. Tenant's acknowledgement pursuant to the foregoing sentence shall not impair its rights under the Warranties (defined in Section 5.1(a)) and Landlord shall cooperate with Tenant as described in Section 5.1 in the enforcement of the Warranties. Landlord shall not create any Private Restrictions affecting the Property without the consent of Tenant, which consent shall not be unreasonably withheld or delayed.

4.8 Compliance With Insurance Requirements. With respect to any insurance policies required or permitted to be carried by Landlord in accordance with the provisions of this Lease, Tenant shall not conduct nor permit any other person to conduct any activities nor keep, store or use (or allow any other person to keep, store or use) any item or thing within the Leased Premises, the Buildings, the Outside Areas or the Property which (i) is prohibited under the terms of any such policies, (ii) could result in the termination of the coverage afforded under any of such policies, (iii) could give to the insurance carrier the right to cancel any of such policies, or (iv) could cause an increase in the rates (over standard rates) charged for the coverage afforded under any of such policies. Tenant shall comply with all requirements of any insurance company, insurance underwriter, or Board of Fire Underwriters which are necessary to maintain, at standard rates, the insurance coverage carried by either Landlord or Tenant pursuant to this Lease and Landlord shall advise Tenant, in writing, of any such requirements. Notwithstanding the foregoing provisions, Tenant shall not be prohibited from using the Leased Premises for the permitted uses under this Lease.

4.9 Landlord's Right To Enter. Landlord and its agents shall have the right to enter the Leased Premises during normal business hours after giving Tenant reasonable notice and subject to Tenant's reasonable security measures for the purpose of (i) inspecting the same; (ii) showing the Leased Premises to prospective purchasers, mortgagees or tenants; (iii) making alterations, additions or repairs that Landlord is entitled or obligated to make as provided in this Lease; and (iv) performing any of Tenant's obligations when Tenant has failed to do so. In the event of an emergency, Landlord and its agents shall have the right to enter the Premises without prior notice to Tenant. Landlord shall have the right to enter the Leased Premises during normal business hours (or as otherwise agreed), subject to Tenant's reasonable security measures, for purposes of supplying any maintenance or services agreed to be supplied by Landlord. Landlord shall have the right to enter the Outside Areas during normal business hours for purposes of (i) inspecting the exterior of the Buildings and the Outside Areas and (ii) supplying any services to be provided by Landlord. Any entry into the Leased Premises or the Outside Areas obtained by Landlord in accordance with this paragraph shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of Tenant from the Leased Premises or any portion thereof.

4.10 Use Of Outside Areas. If, in the opinion of Landlord, unauthorized persons are using any of the Outside Areas by reason of, or under claim of, the express or implied authority or consent of Tenant, then Tenant, upon demand of Landlord, shall restrain, to the fullest extent then allowed by Law, such unauthorized use, and shall initiate such appropriate proceedings as may be required to so restrain such use. Landlord reserves the right to grant easements and access rights to others for use of the Outside Areas provided that (i) such grants do not materially interfere with Tenant's use of the Outside Areas and (ii) Tenant consents in writing to such grants which consent shall not be unreasonably withheld and Landlord shall not be liable to Tenant for any diminution in Tenant's right to use the Outside Areas as a result of said grants.

4.11 Environmental Protection. Tenant's obligations under this Section 4.11 shall survive the expiration or termination of this Lease.

Tenant's use of the Leased Premises is for general office and related or incidental purposes. Landlord acknowledges that Tenant's use of products or equipment normally found in an office shall not violate the terms of this Lease, provided that Tenant complies with all Laws related to such use and with the terms of this Lease.

(a) As used herein, the term "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant," or "solid waste" in the (a) Comprehensive Environmental Response, Compensation and Liability Act of 1990 ("CERCLA" or "Superfund"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9601 *et seq.*, (b) Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 *et seq.*, (c) Federal Water Pollution Control Act ("FSPCA"), 33 U.S.C. § 1251 *et seq.*, (d) Clean Air Act ("CAA"), 42 U.S.C. § 7401 *et seq.*, (e) Toxic Substances Control Act ("TSCA"), 14 U.S.C. § 2601 *et seq.*, (f) Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, (g) Carpenter-Presley-Tanner Hazardous Substance Account Act ("California Superfund"), Cal. Health & Safety Code § 25300 *et seq.*, (h) California Hazardous Waste Control Act, Cal. Health & Safety code § 25100 *et seq.*, (i) Porter-Cologne Water Quality Control Act ("Porter-Cologne Act"), Cal. Water Code § 13000 *et seq.*, (j) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety codes § 25220 *et seq.*, (k) Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), Cal. Health & Safety code § 25249.5 *et seq.*, (l) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety code § 25280 *et seq.*, (m) Air Resources Law, Cal. Health & Safety Code § 39000 *et seq.*, and (n) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other bio-hazardous wastes and substances, materials and wastes which are, or in the future become, regulated under applicable Laws for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinted biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) radioactive materials and waste, and (viii) materials and wastes that are harmful to or may threaten human health, ecology or the environment

(b) Notwithstanding anything to the contrary in this Lease, Tenant, at its sole cost, shall comply with all Laws relating to the storage, use and disposal of Hazardous Materials caused or permitted by Tenant. Tenant shall not store, use or dispose of any Hazardous Materials except for normal types and quantities of office products and supplies used and disposed of in compliance with all Laws. In no event shall Tenant cause or permit to be discharged into the plumbing or sewage system of the Buildings or onto the land underlying or adjacent to the Buildings any Hazardous Materials. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord and its agents harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's storage, use and/or disposal of Hazardous Materials. If the presence of Hazardous Materials on the Leased Premises caused or permitted by Tenant results in contamination or deterioration of water or soil, then Tenant shall promptly take any and all action necessary to clean up such contamination, but the foregoing shall in no event be deemed to constitute permission by Landlord to allow the presence of such Hazardous Materials. Tenant shall further be solely responsible for, and shall defend, indemnify, and hold Landlord and its agents harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any removal, cleanup and restoration work and materials required hereunder to return the Leased Premises and any other property of whatever nature to their or its condition existing prior to the appearance of the Hazardous Materials.

(c) Upon termination or expiration of the Lease, Tenant at its sole expense shall cause all Hazardous Materials placed in or about the Leased Premises, the Buildings and/or the Property by Tenant, its agents, contractors, or invitees, and all installations (whether interior or exterior) made by or on behalf of Tenant relating to the storage, use, disposal or transportation of Hazardous Materials to be removed from the property and transported for use, storage or disposal in accordance and compliance with all Laws and other requirements respecting Hazardous Materials used or permitted to be used by Tenant. Tenant shall apply for and shall obtain from all appropriate regulatory authorities (including any applicable fire department or regional water quality control board) all permits, approvals and clearances necessary for the closure of the Property and shall take all other actions as may be required to complete the closure of the Buildings and the Property.

(d) At any time prior to expiration of the Lease Term, subject to reasonable prior notice (not less than forty-eight (48) hours) and Tenant's reasonable security requirements and provided such activities do not materially interfere with the conduct of Tenant's business at the Leased Premises, Landlord shall have the right to enter in and upon the

Property, Buildings and Leased Premises in order to conduct appropriate evaluations of the Buildings and/or tests of water and soil to determine whether levels of any Hazardous Materials in excess of legally permissible levels has occurred as a result of Tenant's use thereof. Landlord shall furnish copies of all such test results and reports to Tenant and, at Tenant's option and cost, shall permit split sampling for testing and analysis by Tenant. Such testing shall be at Tenant's expense if it confirms the presence of Hazardous Materials in the soil or surface or ground water in, on, under, or about the Property, the Buildings or the Leased Premises, which has been caused by or resulted from the activities of Tenant, its agents, contractors, or invitees.

(e) Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies in reducing actual or potential environmental damage. Tenant agrees at all times to cooperate fully with the requirements and recommendations of governmental agencies regulating, or otherwise involved in, the protection of the environment.

4.12 Reservations. Landlord reserves the right, from time to time, to grant, with the written consent of Tenant (which consent shall not be unreasonably withheld or delayed) such easements, rights of way and dedications that Landlord deems necessary so long as such easements, rights of way and dedications do not materially and adversely interfere with the use of or access to the Leased Premises by Tenant. Tenant agrees to execute any documents reasonably requested by Landlord to effectuate any such easement rights and dedications approved by Tenant as provided hereinabove.

ARTICLE 5

REPAIRS, MAINTENANCE, SERVICES AND UTILITIES

5.1 Repair And Maintenance. Except in the case of damage to or destruction of the Leased Premises, the Buildings, the Outside Areas or the Property that is covered by Landlord's fire and property damage insurance, in which case the provisions of Article 10 shall control, the parties shall have the following obligations and responsibilities with respect to the repair and maintenance of the Leased Premises, the Buildings, the Outside Areas, and the Property.

(a) Tenant's Obligations. Tenant shall, at all times during the Lease Term and at its sole cost and expense, regularly clean and continuously keep and maintain in good order, condition and repair (including replacement of components as required from time to time) the Leased Premises, the Buildings, and the Outside Areas and every portion thereof, including but not limited to the Buildings' foundations, roof structures and membranes, load-bearing, exterior and interior walls of the Buildings, and all of the Buildings' electrical, plumbing, heating, ventilation and air conditioning (HVAC), and life safety systems or components thereof. All glass within or a part of the Buildings, both interior and exterior, is at the sole risk of Tenant and any broken glass shall promptly be replaced by Tenant at Tenant's expense with glass of the same kind, size and quality. Tenant shall maintain all Outside Areas of the Property including all paved surfaces and shall repair and replace the same as needed to keep all Outside Areas in good condition and in compliance with any Private Restrictions. If Tenant shall fail to perform the required maintenance, repairs or replacements required of it pursuant to this paragraph within a reasonable period of time following notice from Landlord to do so, then Landlord may, at its election and without waiving any other remedy it may otherwise have under this Lease or at law, perform such maintenance or make such repairs and charge to Tenant, as provided in Section 5.1(b) below, the costs so incurred by Landlord for same. Tenant acknowledges that Landlord would not have entered into this Lease for the Lease Term and at the rental rate herein provided without Tenant's agreement to be solely responsible for all maintenance, repair and replacement obligations respecting the Leased Premises, the Buildings and the Outside Areas. In performing its maintenance and repair obligations hereunder, Landlord shall assign to Tenant and Tenant shall have the benefit of all construction warranties available to Landlord from the General Contractor(s) as well as its subcontractors and suppliers related to the construction of the Buildings and all other improvements on the Property (the "Warranties") and Landlord shall cooperate with Tenant and use commercially reasonable efforts to assist Tenant in enforcing such Warranties.

(b) Landlord's Obligation. Except as otherwise provided herein including, without limitation, Landlord's obligations with respect to assisting Tenant in the enforcement of any warranty, Landlord shall have no obligations to maintain, repair or replace the Buildings or any improvements to the Outside Areas or the Leased Premises. Landlord and its consultants and contractors shall have the right, following reasonable notice to Tenant, to inspect the Leased Premises, the Buildings and the Outside Areas to determine Tenant's compliance with its obligations under Section 5.1 (a). Tenant shall promptly complete any work reasonably recommended by Landlord or its

consultants or contractors as a result of any such inspection. At Landlord's option, following reasonable prior notice to Tenant, if Tenant fails to make such repairs or replacements as are required of Tenant by the terms hereof within a reasonable period of time, Landlord may, but need not, make the repairs and replacements at Tenant's expense. On receipt of an invoice from Landlord, Tenant shall pay Landlord Landlord's out-of-pocket costs incurred in connection with such repairs and replacements plus fifteen percent (15%) of such costs to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such repairs and replacements. Tenant hereby waives all rights to make repairs at the expense of Landlord, including its right to make repairs at Landlord's expense, under California Civil Code section 1932(1) or 1941-1942 or any similar law, statute or ordinance now or hereafter in effect, or in lieu thereof to vacate the Premises.

(c) Utilities. Tenant will arrange for the provision of and pay directly to the appropriate utility company or governmental agency, when due, all bills for gas, water, sanitary sewer, electricity, telephone and other public or private utilities used by Tenant with regard to the Buildings and the Outside Areas.

5.2 Security. Tenant acknowledges that Landlord has not undertaken any duty whatsoever to provide security for the Leased Premises, the Buildings, the Outside Areas or the Property and, accordingly, Landlord is not responsible for the security of same or the protection of Tenant's property or Tenant's employees, invitees or contractors. To the extent Tenant determines that such security or protection services are advisable or necessary, Tenant shall arrange for and pay the costs of providing same.

5.3 Energy And Resource Consumption. Without limiting Tenant's responsibility hereunder to comply with all Laws in the use of the Leased Premises and Outside Areas, Tenant shall comply with any Laws regulating the consumption of energy and/or other resources and shall indemnify, defend and hold Landlord harmless from Tenant's failure to so comply.

5.4 Limitation Of Landlord's Liability. Landlord shall not be liable to Tenant for injury to Tenant, its employees, agents, invitees or contractors, damage to Tenant's property or loss of Tenant's business or profits, nor shall Tenant be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of (i) Landlord's failure to provide security services or systems within the Property for the protection of the Leased Premises, the Buildings or the Outside Areas, or the protection of Tenant's property or Tenant's employees, invitees, agents or contractors, (ii) any failure, interruption, rationing or other curtailment in the supply of water, electric current, gas or other utility service to the Leased Premises, the Buildings, the Outside Areas or the Property from whatever cause (other than Landlord's active negligence or willful misconduct), or (iii) the unauthorized intrusion or entry into the Leased Premises by third parties (other than Landlord).

ARTICLE 6

ALTERATIONS AND IMPROVEMENTS

6.1 By Tenant. Tenant shall not make any alterations to or modifications of the Leased Premises or construct any improvements within the Leased Premises until Landlord shall have first approved, in writing, the plans and specifications for such alterations or improvements, which approval shall not be unreasonably withheld or delayed. All such modifications, alterations or improvements, once so approved, shall be made, constructed or installed by Tenant at Tenant's expense (including all permit fees and governmental charges related thereto), using a licensed contractor, in substantial compliance with the Landlord-approved plans and specifications. All work undertaken by Tenant shall be done in accordance with all Laws and in a good and workmanlike manner using new materials of good quality. Tenant shall not commence the making of any such modifications or alterations or the construction of any such improvements until (i) all required governmental approvals and permits shall have been obtained, (ii) all requirements regarding insurance imposed by this Lease have been satisfied, (iii) Tenant shall have given Landlord at least five (5) business days prior written notice of its intention to commence such work so that Landlord may post and file notices of non-responsibility, and (iv) if requested by Landlord, Tenant shall have obtained contingent liability and broad form builder's risk insurance in an amount satisfactory to Landlord in its reasonable discretion to cover any perils relating to the proposed work not covered by insurance carried by Tenant pursuant to Article 9. In no event shall Tenant make any modification, alterations or improvements whatsoever to the exterior, roof or structural components of the Buildings including, without limitation, any cuts or penetrations in the floor, roof, foundation or exterior walls of the Buildings without Landlord's prior written approval (including approval of the contractor proposed to perform said work unless the work is classified as a "public works project" in which case Landlord shall not have approval rights over the contractor) which shall not be unreasonably withheld or delayed.

As used in this Article, the term "modifications, alterations and/or improvements" shall include, without limitation, the installation of additional electrical outlets, overhead lighting fixtures, communications and data cabling, drains, sinks, partitions, doorways, or the like.

6.2 Ownership Of Improvements. All modifications, alterations and improvements made or added to the Leased Premises by Tenant (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall be deemed real property and a part of the Leased Premises, but shall remain the property of Tenant during the Lease. At the expiration or sooner termination of this Lease, all such modifications, alterations and improvements other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures, shall automatically become the property of Landlord and shall be surrendered to Landlord as part of the Leased Premises as required pursuant to Article 2, unless Landlord shall require Tenant to remove any of such modifications, alterations or improvements in accordance with Article 2, in which case Tenant shall so remove same. Landlord shall have no obligations to reimburse Tenant for all or any portion of the cost or value of any such modifications, alterations or improvements so surrendered to Landlord. All modifications, alterations or improvements which are installed or constructed on or attached to the Leased Premises by Landlord and/or at Landlord's expense shall be deemed real property and a part of the Leased Premises and shall be property of Landlord. All lighting, plumbing, electrical, heating, ventilating and air conditioning fixtures, partitioning, window coverings, wall coverings and floor coverings installed by Tenant shall be deemed improvements to the Leased Premises and not trade fixtures of Tenant.

6.3 Alterations Required By Law. Tenant shall make all modifications, alterations and improvements to the Leased Premises, at its sole cost, that are required by any Law because of (i) Tenant's use or occupancy of the Leased Premises, the Buildings, the Outside Areas or the Property, (ii) Tenant's application for any permit or governmental approval, or (iii) Tenant's making of any modifications, alterations or improvements to or within the Leased Premises. If Tenant shall, at any time during the Lease Term, be required by any governmental authority to make any modifications, alterations or improvements to the Leased Premises, Buildings, Outside Areas or any other aspect of the Property and if Tenant fails to do so (following a reasonable notice and cure period being first extended to Tenant), then Landlord shall be entitled but not required to make such modifications, alterations or improvements and, in such event, the cost incurred by Landlord in making such modifications, alterations or improvements, including interest at a rate commensurate with that available to Landlord from commercial banks, shall be amortized by Landlord over the shorter of the following time periods: (a) the useful life of such modifications, alterations or improvements, as determined in accordance with generally accepted accounting principles, or (b) the remaining Lease Term, and the monthly amortized cost of such modifications, alterations and improvements as so amortized shall be considered a Property Operating Expense hereunder and shall be reimbursed to Landlord together with the payment of Property Operating Expenses herein. Notwithstanding any provisions contained herein to the contrary, Landlord shall be responsible and liable for, and shall promptly pay the expense pertaining to compliance of the Buildings and all other improvements constructed upon the Property by Landlord with any Laws in effect as of the Commencement Date of this Lease.

6.4 Liens. Tenant shall keep the Property and every part thereof free from any lien except tax and assessment liens, and shall pay when due all bills arising out of any work performed, materials furnished, or obligations incurred by Tenant, its agents, employees or contractors relating to the Property. If any such claim of lien is recorded against Tenant's interest in this Lease, the Property or any part thereof, Tenant shall bond against, discharge or otherwise cause such lien to be entirely released within ten days after the same has been recorded. Tenant's failure to do so shall be conclusively deemed a material default under the terms of this Lease.

ARTICLE 7

ASSIGNMENT AND SUBLETTING BY TENANT

7.1 By Tenant. Tenant shall not sublet the Leased Premises or any portion thereof or assign its interest in this Lease, whether voluntarily or by operation of Law, without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be entitled to assign or sublet the Leased Premises to any County agency or body or any other related or affiliated entity upon notice to Landlord but without the requirement of Landlord's consent, provided that no such assignment or subletting shall release Tenant from its obligations hereunder. Any attempted subletting or assignment without Landlord's prior written consent, at Landlord's election, shall constitute a default by Tenant under the terms of this Lease. The acceptance of rent by Landlord from any person or entity other than Tenant, or the acceptance of rent by Landlord

from Tenant with knowledge of a violation of the provisions of this paragraph, shall not be deemed to be a waiver by Landlord of any provision of this Article or this Lease or to be a consent to any subletting by Tenant or any assignment of Tenant's interest in this Lease. Without limiting the circumstances in which it may be reasonable for Landlord to withhold its consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold its consent in the following instances:

(a) in Landlord's reasonable judgment, the use of the Leased Premises by the proposed assignee or sublessee would involve occupancy for other than a Permitted Use, would entail any alterations which would lessen the value of the leasehold improvements in the Leased Premises, or would require increased services by Landlord;

(b) in Landlord's reasonable judgment, the financial worth of the proposed assignee is less than that of Tenant or does not meet the credit standards applied by Landlord;

(c) the proposed assignee or sublessee (or any of its affiliates) has in the ten years prior to the assignment or sublease filed for bankruptcy protection, has been the subject of an involuntary bankruptcy, or has been adjudged insolvent;

(d) Landlord is in litigation with the proposed assignee or sublessee;

(e) the use of the Leased Premises by the proposed assignee or sublessee will violate any applicable law, ordinance or regulation;

(f) the proposed assignment or sublease fails to include all of the terms and provisions required to be included therein pursuant to this Article 7; or

(g) Tenant is then in material default of any obligation of Tenant under this Lease beyond the expiration of any applicable cure period.

7.2 Landlord's Election. If Tenant shall desire to assign its interest under the Lease or to sublet the Leased Premises, Tenant must first notify Landlord, in writing, of its intent to so assign or sublet, at least thirty (30) days in advance of taking any action with respect thereto. Once Tenant (or Landlord or both pursuant to the joint marketing election described below) has identified a potential assignee or sublessee, Tenant shall notify Landlord, in writing, of its intent to so assign or sublet, at least thirty (30) days in advance of the date it intends to so assign its interest in this Lease or sublet the Leased Premises but not sooner than one hundred eighty (180) days in advance of such date, specifying in detail the terms of such proposed assignment or subletting, including the name of the proposed assignee or sublessee, the proposed assignee's or sublessee's intended use of the Leased Premises, current financial statements (including a balance sheet, income statement and statement of cash flow), all prepared in accordance with standard accounting practices consistently applied, of such proposed assignee or sublessee, the form of documents to be used in effectuating such assignment or subletting and such other information as Landlord may reasonably request. Landlord shall have a period of ten (10) business days following receipt of such notice and the required information within which to do one of the following: (i) consent to such requested assignment or subletting subject to Tenant's compliance with the conditions set forth in Section 7.3 below, (ii) refuse to so consent to such requested assignment or subletting, provided that such consent shall not be unreasonably refused or (iii) terminate this Lease as to the portion of the Leased Premises that is the subject of the proposed assignment or subletting. During such ten (10) business day period, Tenant covenants and agrees to supply to Landlord, upon request, all necessary or relevant information which Landlord may reasonably request respecting such proposed assignment or subletting and/or the proposed assignee or sublessee. In the event of an election by Landlord under clause (iii) above, Tenant shall have the right to withdraw such notice of intent to assign or sublet provided Tenant notifies Landlord in writing of such withdrawal within five (5) business days after receipt of Landlord's termination notice. In addition, in the event Tenant desires to sublease all or a portion of the Leased Premises, Landlord shall have the right to elect to jointly market with Tenant the applicable portion (including all) of the Leased Premises for subleasing and/or direct leasing, such joint marketing election to be made, if at all, in writing and delivered to Tenant during the thirty (30) day period described in the first sentence of this Section 7.2.

7.3 Conditions To Landlord's Consent. If Landlord elects to consent, or shall have been ordered to so consent by a court of competent jurisdiction, to such requested assignment or subletting, such consent shall be expressly conditioned upon the occurrence of each of the conditions below set forth, and any purported assignment or subletting made or ordered prior to the full and complete satisfaction of each of the following conditions shall be

void and, at the election of Landlord, which election may be exercised at any time following such a purported assignment or subletting but prior to the satisfaction of each of the stated conditions, shall constitute a material default by Tenant under this Lease until cured by satisfying in full each such condition by the assignee or sublessee. The conditions are as follows:

(a) Landlord having approved in form and substance the assignment or sublease agreement and any ancillary documents, which approval shall not be unreasonably withheld by Landlord if the requirements of this Article 7 are otherwise met.

(b) Each such sublessee or assignee having agreed, in writing satisfactory to Landlord and its counsel and for the benefit of Landlord, to assume, to be bound by, and to perform the obligations of this Lease to be performed by Tenant which relate to space being subleased.

(c) Tenant shall not then be in default (beyond the expiration of any applicable notice and cure periods) under the terms of this Lease through and including the date of such assignment or subletting.

(d) Tenant having reimbursed to Landlord all reasonable costs and reasonable attorneys' fees incurred by Landlord in conjunction with the processing and documentation of any such requested subletting or assignment, excluding any attorneys' fees and costs attributable to obtaining a court order compelling Landlord's consent to a subletting or an assignment .

(e) Tenant having delivered to Landlord a complete and fully-executed duplicate original of such sublease agreement or assignment agreement (as applicable) and all related agreements.

(f) Tenant having paid, or having agreed in writing to pay as to future payments, to Landlord fifty (50%) percent of any assignment consideration or excess rentals to be paid to Tenant or to any other on Tenant's behalf or for Tenant's benefit for such assignment or subletting (less any reasonable expenses incurred by Tenant in connection with any such assignment or subletting) as follows:

(i) If Tenant assigns its interest under this Lease and if all or a portion of the consideration for such assignment is to be paid by the assignee at the time of the assignment, that Tenant shall have paid to Landlord and Landlord shall have received an amount equal to one-half of the assignment consideration so paid or to be paid (whichever is the greater) at the time of the assignment by the assignee; or

(ii) If Tenant assigns its interest under this Lease and if Tenant is to receive all or a portion of the consideration for such assignment in future installments, that Tenant and Tenant's assignee shall have entered into a written agreement with and for the benefit of Landlord satisfactory to Landlord and its counsel whereby Tenant and Tenant's assignee jointly agree to pay to Landlord one-half of such future assignment consideration installments to be paid by such assignee as and when such assignment consideration is so paid.

(iii) If Tenant subleases the Leased Premises, that Tenant shall have entered into a written agreement with and for the benefit of Landlord satisfactory to Landlord and its counsel whereby Tenant agrees to pay to Landlord one-half of such excess rentals to be paid by such sublessee as and when such excess rentals are so paid.

7.4 Assignment Consideration And Excess Rentals Defined. For purposes of this Article, the term "assignment consideration" shall mean all consideration to be paid by the assignee to Tenant or to any other party on Tenant's behalf or for Tenant's benefit as consideration for such assignment, reduced by the amount of any reasonable commissions and other expenses related to such assignment paid by Tenant in connection with such assignment, and the term "excess rentals" shall mean all consideration to be paid by the sublessee to Tenant or to any other party on Tenant's behalf or for Tenant's benefit for the sublease of all or any portion of the Leased Premises in excess of the rent due to Landlord under the terms of this Lease for the portion so subleased for the same period, reduced by the amount of any reasonable commissions and other expenses related to such sublease paid by Tenant. Tenant agrees that the portion of any assignment consideration and/or excess rentals arising from any assignment or subletting by Tenant which is to be paid to Landlord pursuant to this Article now is and shall then be the property of Landlord and not the property of Tenant.

7.5 Payments. All payments required by this Article to be made to Landlord shall be made in full as and when they become due. At the time Tenant, Tenant's assignee or sublessee makes each such payment to Landlord, Tenant or Tenant's assignee or sublessee, as the case may be, shall deliver to Landlord an itemized statement in reasonable detail showing the method by which the amount due Landlord was calculated and certified by the party making such payment as true and correct.

7.6 Effect Of Landlord's Consent. No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its personal and primary obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. Consent by Landlord to one or more assignments of Tenant's interest in this Lease or to one or more subletting of the Leased Premises shall not be deemed to be a consent to any subsequent assignment or subletting. No subtenant shall have any right to assign its sublease or to further sublet any portion of the sublet premises or to permit any portion of the sublet premises to be used or occupied by any other party. If Landlord shall have been ordered by a court of competent jurisdiction to consent to a requested assignment or subletting, or such an assignment or subletting shall have been ordered by a court of competent jurisdiction over the objection of Landlord, such assignment or subletting shall not be binding between the assignee (or sublessee) and Landlord until such time as all conditions set forth in Section 7.3 above have been fully satisfied (to the extent not then satisfied) by the assignee or sublessee, including, without limitation, the payment to Landlord of all agreed assignment considerations and/or excess rentals then due Landlord.

ARTICLE 8

LIMITATION ON LANDLORD'S LIABILITY AND INDEMNITY

8.1 Limitation On Landlord's Liability And Release. Landlord shall not be liable to Tenant for, and Tenant hereby releases and waives all claims and rights of recovery against Landlord and its partners, principals, members, officers, agents, employees, lenders, attorneys, and consultants from, any and all liability, whether in contract, tort or on any other basis, for any injury to or any damage sustained by Tenant, Tenant's agents, employees, contractors or invitees, any damage to Tenant's property including but not limited to Tenant's vehicles and the vehicles of Tenant's employees', contractors, agents and invitees, or any loss to Tenant's business, loss of Tenant's profits or other financial loss of Tenant resulting from or attributable to the condition of, the management of, the repair or maintenance of, the protection of, the supply of services or utilities to, the damage in or destruction of the Leased Premises, the Buildings, the Property or the Outside Areas, including without limitation (i) the failure, interruption, rationing or other curtailment or cessation in the supply of electricity, water, gas or other utility service to the Property, the Buildings or the Leased Premises; (ii) the vandalism or forcible entry into the Buildings or the Leased Premises; (iii) flooding or the penetration of water into or onto any portion of the Leased Premises; (iv) the failure to provide security and/or adequate lighting in or about the Property, the Buildings or the Leased Premises, (vii) the blockage of access to any portion of the Property, the Buildings or the Leased Premises, except that Tenant does not so release Landlord from such liability to the extent such damage was proximately caused by Landlord's negligence, willful misconduct, or Landlord's failure to perform an obligation expressly undertaken pursuant to this Lease after a reasonable period of time shall have lapsed following receipt of written notice from Tenant to so perform such obligation; provided, however, that Landlord shall commence to remedy any non-performance by Landlord hereunder within twenty (20) days from Tenant's written notice of such non-performance and diligently, using commercially reasonable efforts, proceed to complete such cure or remedy.

8.2 Indemnification. Tenant shall defend with competent counsel, reasonably satisfactory to Landlord, any claims made or legal actions filed or threatened against Landlord with respect to the violation of any Law, or the death, bodily injury, personal injury, property damage, or interference with contractual or property rights suffered by any third party occurring within the Leased Premises, upon or about the Outside Areas or resulting from Tenant's use or occupancy of the Leased Premises, the Buildings or the Outside Areas, or resulting from Tenant's activities in or about the Leased Premises, the Buildings, the Outside Areas or the Property, and Tenant shall indemnify and hold Landlord, Landlord's partners, principals, members, employees, agents and contractors harmless from any loss liability, penalties, or expense whatsoever (including any loss attributable to vacant space which otherwise would have been leased, but for such activities) resulting therefrom, except to the extent proximately caused by the negligence or willful misconduct of Landlord or the non-performance of Landlord's obligations under this Lease, and with respect to such exceptions, Landlord shall indemnify, defend and hold Tenant harmless in the same manner as required for Landlord pursuant to the above provisions. The indemnity obligations set forth in this paragraph shall survive the expiration or sooner termination of this Lease. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE FOREGOING INDEMNITY OBLIGATIONS ARE A MATERIAL PART OF THE

CONSIDERATION UNDER THIS LEASE AND THAT NEITHER LANDLORD NOR TENANT WOULD HAVE ENTERED INTO THIS LEASE WITHOUT TENANT'S ACCEPTANCE OF SAID INDEMNITY OBLIGATIONS.

8.3 Tenant's Remedies. Tenant agrees that, notwithstanding anything to the contrary in this Lease, (i) if Landlord incurs any liability to Tenant under the terms of this Article 8 of the Lease, Tenant's exclusive remedies on account thereof would be to bring an action against Landlord for equitable relief and/or damages and (ii) Tenant would not be entitled to terminate the Lease or to offset damages or costs incurred by Tenant for which Landlord is responsible under this Article 8 against Rent due hereunder.

ARTICLE 9

INSURANCE

9.1 Tenant's Insurance. Tenant shall maintain insurance complying with all of the following:

(a) Tenant shall procure, pay for and keep in full force and effect, at all times during the Lease Term, the following:

(i) Commercial general liability insurance insuring Tenant against liability for personal injury, bodily injury, death and damage to property occurring within the Leased Premises, or resulting from Tenant's use or occupancy of the Leased Premises, the Buildings, the Outside Areas or the Property, or resulting from Tenant's activities in or about the Leased Premises or the Property, with coverage in an amount equal to Tenant's Required Liability Coverage (as set forth in Article 1). Coverage shall be on an occurrence form at least as broad as ISO CG000110 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract insuring Tenant's performance of Tenants obligations to indemnify Landlord as contained in this Lease. The general aggregate shall apply on a per location basis. Any deductibles or retentions in the policy are subject to Landlord's approval.

(ii) Fire and property damage insurance in "special form" coverage insuring Tenant against loss from physical damage to Tenant's personal property, inventory, trade fixtures and improvements within the Leased Premises with coverage for the full actual replacement cost thereof;

(iii) Workers' compensation insurance (statutory coverage) with employer's liability in amounts not less than $1,000,000 insurance sufficient to comply with all laws; and

(iv) With respect to making of any alterations or modifications or the construction of improvements or the like undertaken by Tenant, course of construction, commercial general liability, automobile liability and workers' compensation (to be carried by Tenant's contractor), in an amount and with coverage reasonably satisfactory to Landlord.

(b) Each policy of liability insurance required to be carried by Tenant pursuant to this paragraph or actually carried by Tenant with respect to the Leased Premises or the Property: (i) shall name Landlord, and such others as are designated by Landlord, as additional insureds; (ii) shall be primary insurance providing that the insurer shall be liable for the full amount of the loss, up to and including the total amount of liability set forth in the declaration of coverage, without the right of contribution from or prior payment by any other insurance coverage of Landlord; (iii) shall be in a form satisfactory to Landlord; (iv) shall be carried with companies reasonably acceptable to Landlord with Best's ratings of at least A and VIII; (v) shall provide that such policy shall not be subject to cancellation, lapse or change except after at least thirty (30) days prior written notice to Landlord, (vi) shall contain so-called "severability" or "cross liability" coverage and (vii) the Additional Insured Endorsement shall contain language specifying that the insured location includes the Buildings and the Outside Areas of the Property. Each policy of property insurance maintained by Tenant with respect to the Leased Premises or the Property or any property therein (i) shall provide that such policy shall not be subject to cancellation, lapse or change except after at least thirty (30) days prior written notice to Landlord and (ii) shall contain a waiver and/or a permission to waive by the insurer of any right of subrogation against Landlord, its partners, principals, members, officers, employees, agents and contractors, which might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its partners, principals, members, officers, employees, agents and contractors.

(c) Prior to the time Tenant or any of its contractors enters the Leased Premises, Tenant shall deliver to Landlord, with respect to each policy of insurance required to be carried by Tenant pursuant to this Article, a certificate of the insurer and attached Additional Insured Endorsement certifying in form satisfactory to Landlord that a policy has been issued, premium paid, providing the coverage required by this Paragraph and containing the provisions specified herein. With respect to each renewal or replacement of any such insurance, the requirements of this Paragraph must be complied with not less than thirty days prior to the expiration or cancellation of the policies being renewed or replaced. If Landlord's Lender reasonably determines at any time that the amount of coverage set forth in Section 9.1(a) for any policy of insurance Tenant is required to carry pursuant to this Article is not adequate, then Tenant shall increase the amount of coverage for such insurance to such greater amount as Landlord's Lender reasonably deems adequate.

(d) By requiring insurance herein, Landlord does not represent that coverage and limits will be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease.

9.2 Landlord's Insurance. With respect to insurance maintained by Landlord:

(a) Landlord shall maintain, as the minimum coverage required of it by this Lease, fire and property damage insurance in so-called special form coverage insuring Landlord (and such others as Landlord may designate) against loss from physical damage to the Buildings with coverage of not less than one hundred percent (100%) of the full actual replacement cost thereof and against loss of rents for a period of not less than twelve (12) months. Upon written request by Tenant, said coverage shall include coverage against loss of rents for such longer period as Tenant may require. Such fire and property damage insurance, at Landlord's election but without any requirements on Landlord's behalf to do so, (i) may be written in so-called "all risk" form, excluding only those perils commonly excluded from such coverage by Landlord's then property damage insurer; (ii) may provide coverage for physical damage to the improvements so insured for up to the entire full actual replacement cost thereof; and/or (iii) may be endorsed to cover loss or damage caused by any additional perils against which Landlord may elect to insure, including earthquake. Landlord shall not be required to cause such insurance to cover any of Tenant's personal property, inventory, and trade fixtures, or any modifications, alterations or improvements made or constructed by Tenant to or within the Leased Premises. Landlord shall use commercially reasonable efforts to obtain such insurance at competitive rates. Subject to the terms of Article 10, Tenant acknowledges and agrees that its right to rental abatement in the event of damage to or destruction of the Leased Premises as provided in Article 10 shall be limited to the amount of insurance proceeds received by Landlord in compensation for lost or abated rent under the insurance policy maintained by Landlord as described above.

(b) Landlord shall maintain commercial general liability insurance insuring Landlord (and such others as are designated by Landlord) against liability for personal injury, bodily injury, death, and damage to property occurring in, on or about, or resulting from the use or occupancy of the Property, or any portion thereof, with combined single limit coverage in such amount as Landlord or Landlord's Lender, insurance broker, advisor or counsel may from time to time determine is reasonably necessary for the adequate protection of Landlord and the Property.

(c) Landlord may maintain any other insurance which in the opinion of its insurance broker, advisor or legal counsel is prudent in carry under the given circumstances, provided such insurance is commonly carried by owners of property similarly situated and operating under similar circumstances.

9.3 Mutual Waiver Of Subrogation. Landlord hereby releases Tenant, and Tenant hereby releases Landlord and its respective partners, principals, members, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Leased Premises or the Property which is caused by or results from a peril or event or happening which is covered by insurance actually carried and in force at the time of the loss by the party sustaining such loss; *provided, however,* that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby.

ARTICLE 10

DAMAGE TO LEASED PREMISES

10.1 Landlord's Duty To Restore. If the Leased Premises, the Buildings or the Outside Area is damaged by any peril after the Effective Date of this Lease, Landlord shall restore the same, as and when required by this paragraph, unless this Lease is terminated by Landlord pursuant to Section 10.3 or by Tenant pursuant to Section 10.4. If this Lease is not so terminated, then upon the issuance of all necessary governmental permits, Landlord shall commence and diligently prosecute to completion the restoration of the Leased Premises, the Buildings or the Outside Area, as the case may be, to the extent then allowed by law, to substantially the same condition in which it existed as of the Lease Commencement Date. Landlord's obligation to restore shall be limited to the improvements constructed by Landlord. Landlord shall have no obligation to restore any alterations, modifications or improvements made by Tenant to the Leased Premises or any of Tenant's personal property, inventory or trade fixtures. Upon completion of the restoration by Landlord, Tenant shall forthwith replace or fully repair all of Tenant's personal property, inventory, trade fixtures and other improvements constructed by Tenant to like or similar conditions as existed at the time immediately prior to such damage or destruction to the extent of insurance proceeds paid to Tenant.

10.2 Insurance Proceeds. All insurance proceeds available from the fire and property damage insurance carried by Landlord shall be paid to and become the property of Landlord. If this Lease is terminated pursuant to either Section 10.3 or 10.4, all insurance proceeds available from insurance carried by Tenant which cover loss of property that is Landlord's property or would become Landlord's property on termination of this Lease shall be paid to and become the property of Landlord, and the remainder of such proceeds shall be paid to and become the property of Tenant. If this Lease is not terminated pursuant to either Section 10.3 or 10.4, all insurance proceeds available from insurance carried by Tenant which cover loss to property that is Landlord's property shall be paid to and become the property of Landlord, and all proceeds available from such insurance which cover loss to property which would only become the property of Landlord upon the termination of this Lease shall be paid to and remain the property of Tenant. The determination of Landlord's property and Tenant's property shall be made pursuant to Section 6.2.

10.3 Landlord's Right To Terminate. Landlord shall have the option to terminate this Lease in the event any of the following occurs, which option may be exercised only by delivery to Tenant of a written notice of election to terminate within ninety (90) days after the date of such damage or destruction:

(a) The Buildings are damaged by any peril covered by valid and collectible insurance actually carried by Landlord and in force at the time of such damage or destruction (an "insured peril") to such an extent that the estimated cost to restore the Buildings exceeds the insurance proceeds available from insurance actually carried by Landlord plus the deductible amount applicable thereto, provided that Landlord shall not be entitled to terminate this Lease if Tenant agrees in writing to pay for the costs of restoration to the extent in excess of the available insurance proceeds plus the amount of any applicable deductible;

(b) The Buildings are damaged by an uninsured peril, which peril Landlord was not required to insure against pursuant to the provisions of Article 9 of this Lease, or

(c) The Buildings are damaged by any peril and, because of the laws then in force, the Buildings cannot be used for the same use being made thereof before such damage.

10.4 Tenant's Right To Terminate. If the Leased Premises, the Buildings or the Outside Area are damaged by any peril and Landlord does not elect to terminate this Lease or is not entitled to terminate this Lease pursuant to this Article, then as soon as reasonably practicable, Landlord shall furnish Tenant with the written opinion of Landlord's architect or construction consultant as to when the restoration work required of Landlord may be complete. Tenant shall have the option to terminate this Lease if the damage occurred within six (6) months of the last day of the Lease Term or any extension thereof and the time estimated to substantially complete the restoration exceeds ninety (90) days from and after the date such restoration is commenced, which option may be exercised only by delivery to Landlord of a written notice of election to terminate within forty–five (45) days after Tenant receives from Landlord the estimate of the time needed to complete such restoration. Landlord shall use diligent, commercially reasonable efforts to minimize the adverse impacts to Tenant from any damage or destruction of the Leased Premises, Buildings, or Outside Areas.

10.5 Tenant's Waiver. Landlord and Tenant agree that the provisions of Section 10.4 above, captioned "Tenant's Right To Terminate", are intended to supersede and replace the provisions contained in California Civil Code, Section 1932, Subdivision 2, and California Civil Code, Section 1934, and accordingly, Tenant hereby waives the provisions of such Civil Code Sections and the provisions of any successor Civil Code Sections or similar laws hereinafter enacted.

10.6 Abatement Of Rent. In the event of any damage to the Leased Premises, the Buildings or the Outside Areas which materially and adversely affects Tenant's use and enjoyment of the Leased Premises then Tenant shall be entitled to abatement of Base Monthly Rent and any Property Operating Expenses payable hereunder during the period of restoration or prior to the termination of this Lease in the event this Lease is to be terminated following said damage as permitted hereby, to the extent of the interference with Tenant's use and enjoyment of the Premises. Notwithstanding the foregoing, regardless of the length of the repair period the amount of Rent abatement that Tenant may receive hereunder shall not exceed the amount of insurance proceeds received by Landlord in compensation for lost or abated rent under the insurance policy maintained by Landlord pursuant to Section 9.2(a) unless Landlord fails to use commercially reasonable efforts to diligently complete the needed repairs in which case maximum amount of rental abatement hereunder shall not exceed the sum of (i) the amount of insurance proceeds received by Landlord in compensation for lost or abated rent under the insurance policy maintained by Landlord pursuant to Section 9.2(a) and (ii) the amount of Base Monthly Rent and Property Operating Expenses that accrued during any period in which Tenant establishes that Landlord did not use commercially reasonable efforts to diligently complete the needed repairs. Except as provided herein, Tenant hereby waives any provisions of California law that would abate or reduce Rent payable hereunder in the event of damage to or destruction of the Leased Premises. TENANT ACKNOWLEDGES THAT THE FOREGOING PROVISIONS ARE A MATERIAL PART OF THE CONSIDERATION TO LANDLORD UNDER THIS LEASE AND THAT LANDLORD WOULD NOT HAVE ENTERED INTO THIS LEASE WITHOUT TENANT'S ACCEPTANCE OF SAID PROVISION AND WAIVER OF RENT ABATEMENT RIGHTS.

ARTICLE 11

CONDEMNATION

11.1 Tenant's Right To Terminate. Except as otherwise provided in Section 11.4 below regarding temporary takings, Tenant shall have the option to terminate this Lease if, as a result of any taking, (i) all of the Leased Premises is taken, or (ii) fifty percent (50%) or more of the Leased Premises is taken and the part of the Leased Premises that remains cannot, within ninety (90) days, be made reasonably suitable for Tenant's continued operations. Tenant must exercise such option within a reasonable period of time, to be effective on the later to occur of (i) the date that possession of that portion of the Leased Premises that is condemned is taken by the condemning authority or (ii) the date Tenant vacated the Leased Premises. Tenant shall be entitled to abatement of rent to the extent any condemnation or taking interferes with Tenant's use and enjoyment of the Leased Premises. NOTWITHSTANDING THE FOREGOING, TENANT SHALL UNDER NO CIRCUMSTANCES BE ENTITLED TO TERMINATE THIS LEASE IF TENANT IS THE CONDEMNING AUTHORITY IN ANY TAKING OF THE PROPERTY.

11.2 Landlord's Right To Terminate. Except as otherwise provided in Section 11.4 below regarding temporary takings, Landlord shall have the option to terminate this Lease if, as a result of any taking, (i) all of the Leased Premises is taken, (ii) fifty percent (50%) or more of the Leased Premises is taken and the part of the Leased Premises that remains cannot, within one hundred and eighty (180) days, be made reasonably suitable for the continued operation of Tenant's business, or (iii) because of the laws then in force, the Leased Premises may not be used for the same use being made before such taking, whether or not restored as required by Section 11.3 below. Any such option to terminate by Landlord must be exercised within a period of forty-five (45) days from the date Landlord receives notice of such a taking, and any such termination shall be effective as of the date possession is taken by the condemnor.

11.3 Restoration. If any part of the Leased Premises or the Buildings is taken and this Lease is not terminated, then Landlord shall, to the extent not prohibited by laws then in force, and at Landlord's expense, repair any damage occasioned thereby to the remainder thereof to a condition reasonably suitable for Tenant's continued operations and otherwise, to the extent practicable, using diligent, commercially reasonable efforts and in the manner and to the extent provided in Section 10.1.

11.4 Temporary Taking. If a portion of the Leased Premises is temporarily taken for a period of one year or less and such period does not extend beyond the Lease Expiration Date, this Lease shall remain in effect, unless that portion of Leased Premises taken materially alters Tenant's ability to do business, in which case Tenant and Landlord may negotiate mutually satisfactory terms and conditions for that portion of the Lease still remaining. Tenant shall be entitled to abatement of rent and charges to the extent Tenant's use and enjoyment of the Leased Premises is materially and adversely interfered with by any such taking.

11.5 Division Of Condemnation Award. Any award made for any taking of the Property, the Buildings, or the Leased Premises, or any portion thereof, shall belong to and be paid to Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any such award; *provided, however,* that Tenant shall be entitled to receive any portion of the award that is made specifically (i) for the taking of personal property, inventory or trade fixtures belonging to Tenant, (ii) for the interruption of Tenant's business or its moving costs, (iii) for the value of any leasehold improvements installed and paid for by Tenant, or (iii) for the value of the leasehold to the extent that the same does not deprive Landlord of any award to which Landlord is legally entitled. The rights of Landlord and Tenant regarding any condemnation shall be determined as provided in this Article, and each party hereby waives the provisions of Section 1265.130 of the California Code of Civil Procedure, and the provisions of any similar law hereinafter enacted, allowing either party to petition the Supreme Court to terminate this Lease and/or otherwise allocate condemnation awards between Landlord and Tenant in the event of a taking of the Leased Premises.

11.6 Abatement Of Rent. In the event of a taking of the Leased Premises which does not result in a termination of this Lease, then, as of the date possession is taken by the condemning authority, the Base Monthly Rent shall be reduced in the same proportion that the use and enjoyment of the Leased Premises is materially and adversely impacted. Notwithstanding the foregoing, Tenant shall under no circumstances be entitled to any abatement of Base Monthly Rent or Property Operating Expenses hereunder if Tenant is the condemning authority in any taking of the Property.

11.7 Taking Defined. The term "taking" or "taken" as used in this Article 11 shall mean any transfer or conveyance of all or any portion of the Property to a public or quasi-public agency or other entity having the power of eminent domain pursuant to or as a result of the exercise of such power by such an agency, including any inverse condemnation and/or any sale or transfer by Landlord of all or any portion of the Property to such an agency under threat of condemnation or the exercise of such power.

ARTICLE 12

DEFAULT AND REMEDIES

12.1 Events Of Tenant's Default. Tenant shall be in default of its obligations under this Lease if any of the following events occur:

(a) Tenant shall have failed to pay Base Monthly Rent or any Property Operating Expenses within ten (10) days after being due; or

(b) Tenant shall have done or permitted to be done any act, use or thing in its use, occupancy or possession of the Leased Premises or the Buildings or the Outside Areas which is prohibited by the terms of this Lease and shall not have cured any such default within thirty (30) days from the date of Tenant's receipt of written notice from Landlord; *provided that*, if such default is curable but longer than thirty (30) days is reasonably required in order to cure such default and Tenant has substantially commenced said cure within said thirty (30) day period, Tenant shall have such longer period as may be reasonably required to complete said performance; or

(c) Tenant shall have failed to perform any term, covenant or condition of this Lease (except those requiring the payment of Base Monthly Rent or Property Operating Expenses, which failures shall be governed by subparagraph (a) above) within the shorter of (i) any specific time period expressly provided under this Lease for the performance of such term, covenant or condition, or (ii) thirty (30) days after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same; *provided that*, if such default is curable but longer than thirty (30) days is reasonably required in order to perform such obligations and Tenant has substantially commenced said performance within said thirty (30) day period, Tenant shall have such longer period as may be reasonably required to complete said performance; or

(d) Tenant shall have sublet the Leased Premises or assigned or encumbered its interest in this Lease in violation of the provisions contained in Article 7, whether voluntarily or by operation of law; or

(e) Tenant shall have abandoned the Leased Premises; or

(f) Tenant or any Guarantor of this Lease shall have permitted or suffered the sequestration or attachment of, or execution on, or the appointment of a custodian or receiver with respect to, all or any substantial part of the property or assets of Tenant (or such Guarantor) or any property or asset essential to the conduct of Tenant's (or such Guarantor's) business, and Tenant (or such Guarantor) shall have failed to obtain a return or release of the same within thirty days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier; or

(g) Tenant shall have made a general assignment of all or a substantial part of its assets for the benefit of its creditors; or

(h) Tenant shall have allowed (or sought) to have entered against it a decree or order which: (i) grants or constitutes an order for relief, appointment of a trustee, or condemnation or a reorganization plan under the bankruptcy laws of the United States; (ii) approves as properly filed a petition seeking liquidation or reorganization under said bankruptcy laws or any other debtor's relief law or similar statute of the United States or any state thereof; or (iii) otherwise directs the winding up or liquidation of Tenant; provided, however, if any decree or order was entered without Tenant's consent or over Tenant's objection, Landlord may not terminate this Lease pursuant to this Subparagraph if such decree or order is rescinded or reversed within sixty days after its original entry; or

(i) Tenant shall have availed itself of the protection of any debtor's relief law, moratorium law or other similar law which does not require the prior entry of a decree or order.

12.2 Landlord's Remedies. In the event of any default by Tenant and following the expiration of any applicable cure period as provided in Section 12.1, and without limiting Landlord's right to indemnification as provided in Article 8.2, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Lease, to which Landlord may resort cumulatively, or in the alternative:

(a) Landlord may, at Landlord's election, keep this Lease in full force and effect as provided in Section 1951.4 of the California Civil Code and enforce, by an action at law or in equity, all of its rights and remedies under this Lease including, without limitation, (i) the right to recover the rent and other sums as they become due by appropriate legal action, (ii) the right to make payments required by Tenant, or perform Tenant's obligations and be reimbursed by Tenant for the cost thereof and (iii) the remedies of injunctive relief and specific performance to prevent Tenant from violating the terms of this Lease and/or to compel Tenant to perform its obligations under this Lease, as the case may be.

(b) Landlord may, at Landlord's election, terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date set forth for termination in such notice, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim or damages therefor. Any termination under this subparagraph shall not relieve Tenant from its obligation to pay to Landlord all Base Monthly Rent and Property Operating Expenses then or thereafter due, or any other sums due or thereafter accruing to Landlord, or from any claim against Tenant for damages previously accrued or then or thereafter accruing. Notwithstanding the foregoing, upon receipt of any lease termination notice from Landlord as provided above, Tenant shall be entitled to an additional period of thirty (30) days following receipt of said notice to cure the default and, if Tenant so cures the default, Landlord's termination notice shall not result in the termination of this Lease. In no event shall any one or more of the following actions by Landlord, in the absence of a written election by Landlord to terminate this Lease constitute a termination of this Lease:

(i) Appointment of a receiver or keeper in order to protect Landlord's interest hereunder;

(ii) Consent to any subletting of the Leased Premises or assignment of this Lease by Tenant, whether pursuant to the provisions hereof or otherwise; or

(iii) Any action taken by Landlord or its partners, principals, members, officers, agents, employees, or servants, which is intended to mitigate the adverse effects of any breach of this Lease by Tenant, including, without limitation, any action taken to maintain and preserve the Leased Premises on any action taken to relet the Leased Premises or any portion thereof for the account of Tenant and in the name of Tenant.

(c) If Tenant breaches this Lease and abandons the Leased Premises, Landlord may terminate this Lease, but this Lease shall not terminate unless Landlord gives Tenant written notice of termination. If Landlord does not terminate this Lease by giving written notice of termination, Landlord may enforce all its rights and remedies under this Lease, including the right and remedies provided by California Civil Code Section 1951.4 ("lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations"), as in effect on the Effective Date of this Lease.

(d) If Landlord terminates this Lease, Landlord shall be entitled, at Landlord's election, to the rights and remedies provided in California Civil Code Section 1951.2, as in effect on the Effective Date of this Lease. For purposes of computing damages pursuant to Section 1951.2, an interest rate equal to the legal rate of interest then not prohibited by law shall be used where permitted. Such damages shall include, without limitation:

(i) The worth at the time of the award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco, at the time of award plus one percent; and

(iii) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including without limitation, the following: (i) expenses for cleaning, repairing or restoring the Leased Premises, (ii) broker's fees allocable to the remainder of the term of this Lease, advertising costs and other expenses of reletting the Leased Premises; (iii) costs of carrying and maintaining the Leased Premises, such as taxes, insurance premiums, utility charges and security precautions, (iv) expenses incurred in removing, disposing of and/or storing any of Tenant's personal property, inventory or trade fixtures remaining therein; (v) reasonable attorney's fees, expert witness fees, court costs and other reasonable expenses incurred by Landlord (but not limited to taxable costs) in retaking possession of the Leased Premises, establishing damages hereunder, and releasing the Leased Premises; and (vi) any other reasonable and actual expenses, costs or damages otherwise incurred or suffered as a result of Tenant's default.

12.3 Landlord's Default And Tenant's Remedies. If Landlord fails to perform its obligations under this Lease, Landlord shall nevertheless not be in default under the terms of this Lease until such time as Tenant shall have first given Landlord written notice specifying the nature of such failure to perform its obligations, and then only after Landlord shall have had a reasonable period of time (not to exceed thirty (30) days) following its receipt of such notice within which to perform such obligations; *provided that*, if longer than thirty (30) days is reasonably required in order to perform such obligations, Landlord shall have such longer period provided that Landlord has substantially commenced said performance within said thirty (30) day period. In the event of Landlord's default as above set forth, then, and only then, Tenant may then proceed in equity or at law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform (except as and to the extent Tenant has waived its right to damages as provided in this Lease) as permitted by applicable law, provided that in no event shall Tenant be entitled to (i) offset any such damages against Base Monthly Rent or Property Operating Expenses payable hereunder or (ii) terminate this Lease on account of said default.

12.4 Limitation Of Tenant's Recourse. Tenant's sole recourse against Landlord shall be to Landlord's interest in the Property. If Landlord is a corporation, trust, partnership, joint venture, limited liability company, unincorporated association, or other form of business entity, Tenant agrees that (i) the obligations of Landlord under this Lease shall not constitute personal obligations of the officers, directors, trustees, partners, joint venturers, members, managers, owners, stockholders, or other principals of such business entity, and (ii) Tenant shall have recourse only to the interest of such corporation, trust, partnership, joint venture, limited liability company, unincorporated association, or other form of business entity in the Property for the satisfaction of such obligations and not against the assets of such officers, directors, trustees, partners, joint venturers, members, managers, owners, stockholders or principals;

provided, however, that if the Landlord's interest in the Property is not sufficient to satisfy any damages, costs or claims made by Tenant then Tenant shall be entitled to offset against rent the amount of any such claims, damages or costs (not to exceed one-half of the then Base Monthly Rent) until such costs, claims and damages are satisfied in full. Additionally, if Landlord is a partnership or limited liability company, then Tenant covenants and agrees to the following (except to the extent any partner or member of Landlord acts independent from that of Landlord):

(a) No partner or member of Landlord shall be sued or named as a party in any suit or action brought by Tenant with respect to any alleged breach of this Lease (except to the extent necessary to secure jurisdiction over the partnership or limited liability company and then only for that sole purpose);

(b) No service of process shall be made against any partner or member of Landlord except for the sole purpose of securing jurisdiction over the partnership or limited liability company; and

(c) No writ of execution will ever be levied against the assets of any partner or member of Landlord.

Tenant further agrees that each of the foregoing covenants and agreements shall be enforceable by Landlord and by any partner or member of Landlord and shall be applicable to any actual or alleged negligent misrepresentation or nondisclosure made regarding this Lease or the Leased Premises or any actual or alleged failure, default or breach of any covenant or agreement either expressly or implicitly contained in this Lease or imposed by statute or at common law provided that the same is unintentional and made in good faith.

ARTICLE 13

GENERAL PROVISIONS

13.1 Taxes On Tenant's Property. Tenant shall pay before delinquency any and all taxes, assessments, license fees, use fees, permit fees and public charges of whatever nature or description levied, assessed or imposed against Tenant by a governmental agency arising out of, caused by reason of or based upon Tenant's estate in this Lease, Tenant's ownership of property, improvements made by Tenant to the Leased Premises or the Outside Areas, improvements made by Landlord for Tenant's use within the Leased Premises or the Outside Areas. Upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any such taxes, assessments, fees or public charges are levied against Landlord, Landlord's property, the Buildings or the Property, or if the assessed value of the Buildings or the Property is increased by the inclusion therein of a value placed upon Tenant's Interest, regardless of the validity thereof, Landlord shall have the right to require Tenant to pay such taxes upon not less than thirty (30) days prior written notice.

13.2 Holding Over. This Lease shall terminate without further notice on the Lease Expiration Date (as set forth in Article 1). Any holding over by Tenant after expiration of the Lease Term shall neither constitute a renewal nor extension of this Lease nor give Tenant any rights in or to the Leased Premises except as expressly provided in this Paragraph. Any such holding over to which Landlord has consented shall be construed to be a tenancy from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Base Monthly Rent shall be increased to an amount equal to one hundred fifty percent (150%) of the Base Monthly Rent payable during the last full month immediately preceding such holding over. Tenant acknowledges that if Tenant holds over without Landlord's consent, such holding over may compromise or otherwise affect Landlord's ability to enter into new leases with prospective tenants regarding the Leased Premises. Therefore, if Tenant fails to surrender the Leased Premises upon the expiration or termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against all losses resulting from such failure, including, without limiting the foregoing, any losses suffered by Landlord, including lost profits, resulting from such failure to surrender.

13.3 Subordination To Mortgages. This Lease is subject to and subordinate to all ground leases, mortgages and deeds of trust which affect the Buildings or the Property and which are of public record as of the Effective Date of this Lease, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, if the lessor under any such ground lease or any lender holding any such mortgage or deed of trust shall advise Landlord that it desires or requires this Lease to be made prior and superior thereto, then, upon written request of Landlord to Tenant, Tenant shall promptly execute, acknowledge and deliver any and all customary or reasonable documents or

instruments which Landlord and such lessor or lender deems necessary or desirable to make this Lease prior thereto provided that the same does not materially and adversely affect Tenant's rights and benefits under this Lease. Tenant hereby consents to Landlord's ground leasing the land underlying the Buildings or the Property and/or encumbering the Buildings or the Property as security for future loans on such terms as Landlord shall desire, all of which future ground leases, mortgages or deeds of trust shall be subject to and subordinate to this Lease. However, if any lessor under any such future ground lease or any lender holding such future mortgage or deed of trust shall desire or require that this Lease be made subject to and subordinate to such future ground lease, mortgage or deed of trust, then Tenant agrees, within thirty (30) days after Landlord's written request therefor, to execute, acknowledge and deliver to Landlord any and all documents or instruments requested by Landlord or by such lessor or lender as may be necessary or proper to assure the subordination of this Lease to such future ground lease, mortgage or deed of trust, but only if such lessor or lender agrees not to disturb Tenant's quiet possession of the Leased Premises so long as Tenant is not in default under this Lease. If Landlord assigns the Lease as security for a loan, Tenant agrees to execute such documents as are reasonably requested by the lender and to provide reasonable provisions in the Lease protecting such lender's security interest which are customarily required by institutional lenders making loans secured by a deed of trust provided that the same does not materially and adversely affect Tenant's rights and benefits under this Lease. In consideration for Tenant's agreement to subordinate this Lease as provided herein, Landlord shall use its best efforts to provide Tenant with a non-disturbance agreement to protect the interests of Tenant under this Lease in form reasonably acceptable to Tenant.

13.4 Tenant's Attornment Upon Foreclosure. Tenant shall, upon request, attorn (i) to any purchaser of the Buildings or the Property at any foreclosure sale or private sale conducted pursuant to any security instruments encumbering the Buildings or the Property, (ii) to any grantee or transferee designated in any deed given in lieu of foreclosure of any security interest encumbering the Buildings or the Property, or (iii) to the lessor under an underlying ground lease of the land underlying the Buildings or the Property, should such ground lease be terminated; provided that such purchaser, grantee or lessor recognizes Tenant's rights under this Lease.

13.5 Mortgagee Protection. In the event of any default on the part of Landlord, Tenant will give notice by registered mail to any Lender or lessor under any underlying ground lease who shall have requested, in writing, to Tenant that it be provided with such notice, and Tenant shall offer such Lender or lessor a reasonable opportunity to cure the default including time to obtain possession of the Leased Premises by power of sale or judicial foreclosure or other appropriate legal proceedings if reasonably necessary to effect a cure.

13.6 Estoppel Certificate. Tenant shall, following any request by Landlord, promptly execute and deliver to Landlord an estoppel certificate in a form reasonably requested by Landlord (including, but not limited to, the form attached as **Exhibit "H"**), (i) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, (ii) stating the date to which the rent and other charges are paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iv) certifying such other information about this Lease as may be reasonably requested by Landlord, its Lender or prospective lenders, investors or purchasers of the Buildings or the Property. Tenant's failure to execute and deliver such estoppel certificate within thirty (30) days after Landlord's request therefor shall be a material default by Tenant under this Lease, and Landlord shall have all of the rights and remedies available to Landlord as Landlord would otherwise have in the case of any other material default by Tenant, including the right to terminate this Lease. It being agreed and understood by Tenant that Tenant's failure to so deliver such estoppel certificate in a timely manner could result in Landlord being unable to perform committed obligations to other third parties which were made by Landlord in reliance upon this covenant of Tenant. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any Lender or purchaser or prospective Lender or purchaser of the Buildings, the Property, or any interest in them.

13.7 Transfer By Landlord. Landlord and its successors in interest shall have the right to transfer their interest in the Buildings, the Property, or any portion thereof at any time and to any person or entity. In the event of any such transfer (and assumption by the transferee), the Landlord originally named herein (and in the case of any subsequent transfer, the transferor), from the date of such transfer, (i) shall be automatically relieved, without any further act by any person or entity, of all liability for the performance of the obligations of the Landlord hereunder which may accrue after the date of such transfer and (ii) shall be relieved of all liability for the performance of the obligations of the Landlord hereunder which have accrued before the date of transfer if its transferee agrees to assume and perform all such prior obligations of the Landlord hereunder. Tenant shall attorn to any such transferee. After the date of any such transfer, the term "Landlord" as used herein shall mean the transferee of such interest in the Buildings or the

Property. Tenant's attornment is conditioned upon the transferee Landlord's acceptance of this Lease without modification or change except as expressly agreed to in writing by Tenant.

13.8 Force Majeure. The obligations of each of the parties under this Lease (other than the obligations to pay money) shall be temporarily excused if such party is prevented or delayed in performing such obligations by reason of inclement weather, labor disputes (including strikes and lockouts), inability to obtain materials or reasonable substitutes therefor, governmental restrictions, regulations, controls, action or inaction, civil commotion, fire or other acts of God or other causes beyond the reasonable control of the party obligated to perform (except financial inability) (collectively, "Force Majeure").

13.9Notices. Any notice required or permitted to be given under this Lease shall be in writing and (i) personally delivered, (ii) sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by facsimile with a hard copy sent within one (1) business day by any of the foregoing means, and in all cases addressed as follows, and such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery) at the address specified in Article 1 (or such other addresses as may be specified by notice in the foregoing manner) as indicated on the return receipt or air bill.

Any notice given in accordance with the foregoing shall be deemed received upon actual receipt or refusal to accept delivery.

13.10 Attorneys' Fees. If any party shall bring any action, arbitration proceeding or legal proceeding alleging a breach of any provision of this Lease, to recover rent, to terminate this Lease, or to enforce, protect, determine or establish any term or covenant of this Lease or rights or duties hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party as a part of such action or proceeding, or in a separate action for that purpose brought within one year from the determination of such proceeding, reasonable attorneys' fees, expert witness fees, court costs and other reasonable expenses incurred by the prevailing party

13.11 Definitions. Any term that is given a special meaning by any provision in this Lease shall, unless otherwise specifically stated, have such meaning wherever used in this Lease or in any Addenda or amendment hereto. In addition to the terms defined in Article 1, the following terms shall have the following meanings:

(a) Real Property Taxes. The term "Real Property Tax" or "Real Property Taxes" shall each mean the following (to the extent applicable to any portion of the Lease Term, regardless of when the same are imposed, assessed, levied, or otherwise charged): (i) all taxes, assessments, levies and other charges of any kind or nature whatsoever, general and special, foreseen and unforeseen (including all instruments of principal and interest required to pay any general or special assessments for public improvements and any increases resulting from reassessments caused by any change in ownership or new construction), now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed for whatever reason against the Property or any portion thereof, or Landlord's interest herein, or the fixtures, equipment and other property of Landlord that is an integral part of the Property and located thereon, or Landlord's business of owning, leasing or managing the Property or the gross receipts, income or rentals from the Property, (ii) all charges, levies or fees imposed by any governmental authority against Landlord by reason of or based upon the use of or number of parking spaces within the Property, the amount of public services or public utilities used or consumed (*e.g.* water, gas, electricity, sewage or waste water disposal) at the Property, the number of persons employed by tenants of the Property, the size (whether measured in area, volume, number of tenants or whatever) or the value of the Property, or the type of use or uses conducted within the Property, and all costs and fees (including attorneys' fees) reasonably incurred by Landlord in contesting any Real Property Tax and in negotiating with public authorities as to any Real Property Tax. If, at any time during the Lease Term, the taxation or assessment of the Property prevailing as of the Effective Date of this Lease shall be altered so that in lieu of or in addition to any the Real Property Tax described above there shall be levied, awarded or imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate, substitute, or additional use or charge (i) on the value, size, use or occupancy of the Property or Landlord's interest therein or (ii) on or measured by the gross receipts, income or rentals from the Property, or on Landlord's business of owning, leasing or managing the Property or (iii) computed in any manner with respect to the operation of the Property, then any such tax or charge, however designated, shall be included within the meaning of the terms "Real Property Tax" or "Real Property Taxes" for purposes of this Lease. If any Real Property Tax is partly based upon property or rents unrelated to the Property, then only that part of such Real

Property Tax that is fairly allocable to the Property shall be included within the meaning of the terms "Real Property Tax" or "Real Property Taxes." Notwithstanding the foregoing, (i) the terms "Real Property Tax" or "Real Property Taxes" shall not include estate, inheritance, transfer, gift or franchise taxes of Landlord or the federal or state income tax imposed on Landlord's income from all sources and (ii) following the first sale or transfer of the Property by Landlord, if any, Tenant shall not be responsible for increases in Real Property Taxes resulting from reassessments of the Property based on subsequent sales of the Property occurring more frequently than once every ten (10) years during the Lease Term, provided that reassessments resulting from the first sale or transfer of the Property and from subsequent sales or transfers of the Property occurring after the tenth (10^{th}) anniversary of a previous sale or transfer shall be fully included within Real Property Taxes.

(b) Landlord's Insurance Costs. The term "Landlord's Insurance Costs" shall mean the following (to the extent applicable to any portion of the Lease Term, regardless of when the same are incurred): the costs to Landlord to carry and maintain the policies of fire and property damage insurance for the Buildings and the Property and general liability and any other insurance required or permitted to be carried by Landlord pursuant to Article 9, together with any deductible amounts paid by Landlord upon the occurrence of any insured casualty or loss.

(c) Law. The term "Law" shall mean any judicial decisions and any statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties to this Lease, the Leased Premises, the Buildings or the Property, or any of them, in effect either at the Effective Date of this Lease or at any time during the Lease Term, including, without limitation, any regulation, order, or policy of any quasi-official entity or body (e.g. a board of fire examiners or a public utility or special district).

(d) Lender. The term "Lender" shall mean the holder of any promissory note or other evidence of indebtedness secured by the Property or any portion thereof.

(e) Private Restrictions. The term "Private Restrictions" shall mean (as they may exist from time to time) any and all covenants, conditions and restrictions, private agreements, easements (including but not limited to the REA as defined in Paragraph 2.9), and any other recorded documents or instruments affecting the use of the Property, the Buildings, the Leased Premises, or the Outside Areas.

(f) Rent. The term "Rent" shall mean collectively Base Monthly Rent, the Project Development Cost Payment and all Property Operating Expenses.

13.12 General Waivers. One party's consent to or approval of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent to or approval of any subsequent similar act by the other party. No waiver of any provision hereof, or any waiver of any breach of any provision hereof, shall be effective unless in writing and signed by the waiving party. The receipt by Landlord of any rent or payment with or without knowledge of the breach of any other provision hereof shall not be deemed a waiver of any such breach. No waiver of any provision of this Lease shall be deemed a continuing waiver unless such waiver specifically states so in writing and is signed by both Landlord and Tenant. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other provisions herein contained.

13.13 Miscellaneous. Should any provisions of this Lease prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Any copy of this Lease which is executed by the parties shall be deemed an original for all purposes. This Lease shall, subject to the provisions regarding assignment, apply to and bind the respective heirs, successors, executors, administrators and assigns of Landlord and Tenant. The term "party" shall mean Landlord or Tenant as the context implies. Submission of this Lease for review, examination or signature by Tenant does not constitute an offer to lease, a reservation of or an option for lease, and notwithstanding any inconsistent language contained in any other document, this Lease is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. This Lease shall be construed and enforced in accordance with the Laws of the State in which the Leased Premises are located. The captions in this Lease are for convenience only and shall not be construed in the construction or interpretation of any provision hereof. When the context of

this Lease requires, the neuter gender includes the masculine, the feminine, a partnership, corporation, limited liability company, joint venture, or other form of business entity, and the singular includes the plural. The terms "must," "shall," "will," and "agree" are mandatory. The term "may" is permissive. The term "governmental agency" or "governmental authority" or similar terms shall include, without limitation, all federal, state, city, local and other governmental and quasi-governmental agencies, authorities, bodies, boards, etc., and any party or parties having enforcement rights under any Private Restrictions. When a party is required to do something by this Lease, it shall do so at its sole cost and expense without right of reimbursement from the other party unless specific provision is made therefor. Where Landlord's consent is required hereunder, the consent of any Lender may also be required. Landlord and Tenant shall both be deemed to have drafted this Lease, and the rule of construction that a document is to be construed against the drafting party shall not be employed in the construction or interpretation of this Lease. Where Landlord or Tenant is obligated not to perform any act or is not permitted to perform any act, such party is also obligated to restrain any others reasonably within its control, including agents, invitees, contractors, subcontractors and employees, from performing such act.

ARTICLE 14

BROKERS AND ENTIRE AGREEMENT

14.1 Brokerage Commissions. Tenant represents, warrants and agrees that it has not had any dealings with any real estate broker(s), leasing agent(s), finder(s) or salesmen with respect to the lease by it of the Leased Premises pursuant to this Lease, and that it will indemnify, defend with competent counsel, and hold Landlord harmless from any liability for the payment of any real estate brokerage commissions, leasing commissions or finder's fees claimed by any other real estate broker(s), leasing agent(s), finder(s), or salesmen to be earned or due and payable by reason of Tenant's agreement or promise (implied or otherwise) to pay (or to have Landlord pay) such a commission or finder's fee by reason of its leasing the Leased Premises pursuant to this Lease.

14.2 Entire Agreement. This Lease and the Exhibits (as described in Article 1), which Exhibits are by this reference incorporated herein, constitute the entire agreement between the parties, and there are no other agreements, understandings or representations between the parties relating to the lease by Landlord of the Leased Premises to Tenant, except as expressed herein. No subsequent changes, modifications or additions to this Lease shall be binding upon the parties unless in writing and signed by both Landlord and Tenant.

14.3 Landlord's Representations. Tenant acknowledges that neither Landlord nor any of its agents made any representations or warranties respecting the Property, the Buildings or the Leased Premises, upon which Tenant relied in entering into the Lease, which are not expressly set forth in this Lease. Tenant expressly waives any and all claims for damage by reason of any statement, representation, warranty, promise or other agreement of Landlord or Landlord's agent(s), if any, not contained in this Lease or in any Exhibit attached hereto.

ARTICLE 15

TENANT CREDIT INFORMATION

15.1 Financial Statements of Tenant. During the term of this Lease, and annually within one hundred twenty (120) days of each fiscal year end or as soon thereafter as Tenant's financial statements have been completed, Tenant shall provide to Landlord and Landlord's mortgagee audited basic financial statements representing the financial position of the Tenant and the results of Tenant's operations and cash flows in conformity with accounting principles generally accepted in the United States of America.

ARTICLE 16

TENANT'S PURCHASE OPTION

16.1 Option to Purchase FSC Parcel. Landlord hereby grants to Tenant an option to purchase the FSC Parcel to be exercised by Tenant's delivery of written notice to Landlord with said written notice to be delivered prior to the Lease Commencement Date or at any time during the first eighteen (18) months of the Lease Term (the "Purchase Option"). If Tenant exercises the Purchase Option, Tenant shall purchase from Landlord and Landlord shall sell and convey to Tenant all of Landlord's right, title and interest in the FSC Parcel including the FSC Building and related

improvements. The purchase price and the terms of sale for the FSC Parcel shall be as set forth in the form of Purchase and Sale Agreement attached hereto as **Exhibit "I"**.

16.2 Exercise of Purchase Option. If Tenant does not deliver written notice of its exercise of the Purchase Notice as outlined in Section 16.1 above, then the Purchase Option shall terminate and neither party shall have any further rights, duties or obligations pursuant to this Article 16, provided that if Landlord has not completed the Lot Division during said period, then the time during which Tenant may exercise the Purchase Option shall be extended until sixty (60) days after the Lot Division has been completed.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the respective dates below set forth with the intent to be legally bound thereby as of the Effective Date of this Lease first above set forth.

LANDLORD:

DESCOR MARIPOSA, LLC,
a California limited liability company

Dated: 11-9-09

By: _____
Neal Cordeiro, Manager

TENANT:

THE COUNTY OF MARIPOSA, a political subdivision of the State of California

Dated: 11-8-09

By: _____
Brad Aborn, Chair, Board of Supervisors

ATTEST:
MARGIE WILLIAMS, CLERK OF
THE BOARD OF SUPERVISORS

_____
Margie Williams

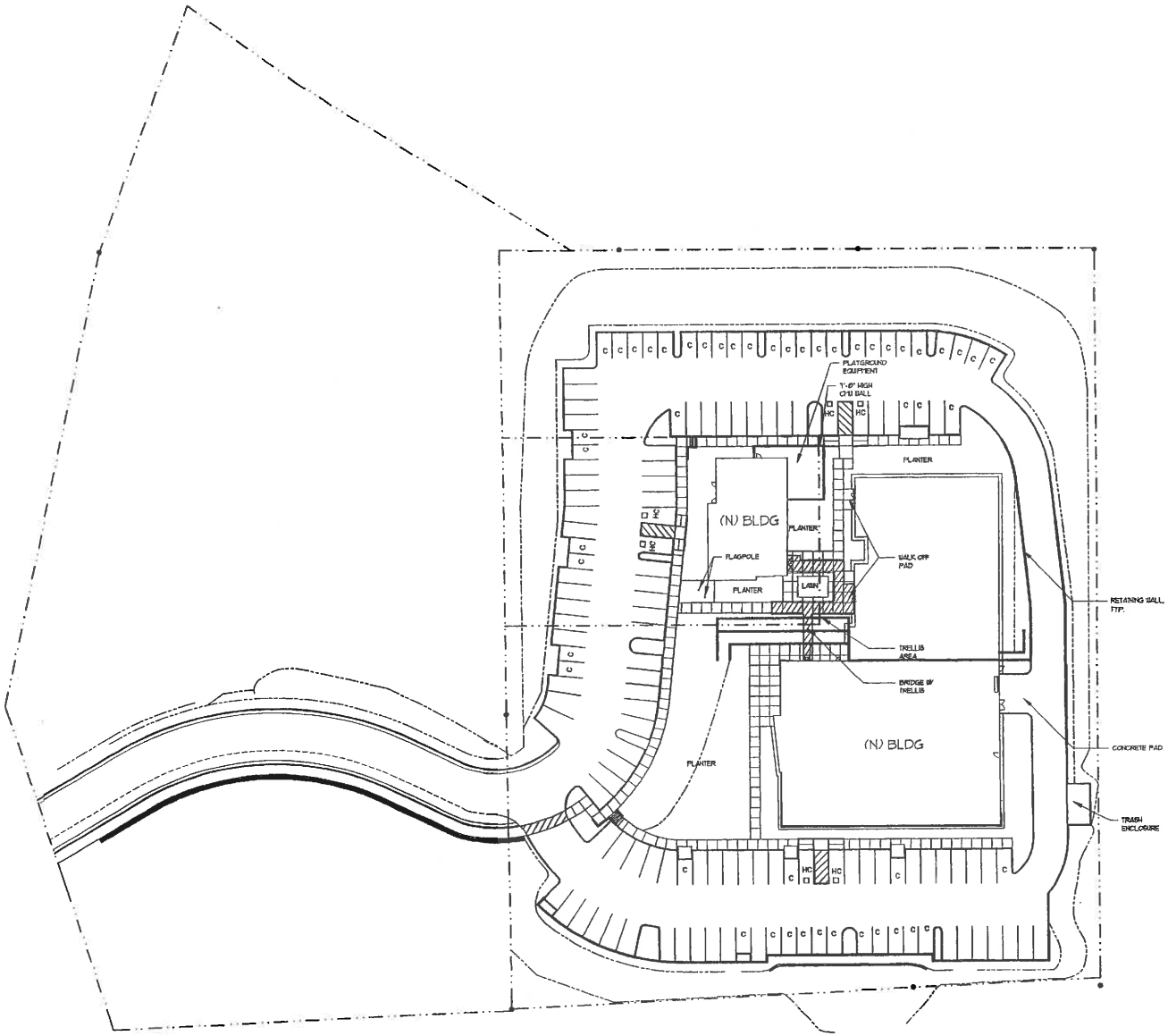
APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

_____
Steven W. Dahlem, County Counsel

EXHIBIT A

SITE PLAN/ OUTLINE OF BUILDINGS

See Attached Site Plan



NORTH

MARPIOSA HHS SITE PLAN

SCALE : 1/30" = 1'-0"

C H
caipo hom & dong
& D

architects

RUDY CAIPO	C13824
ALAN C. HOM	C18979
DENNIS DONG	C12193
ANDY C. KWONG	C26500

associates

LOANGLE R. MONSOWE	C22648
JOHN R. PETRUCELLI	C8172

2120 20TH STREET, SUITE
SACRAMENTO, CALIFORNIA 95
TEL.916/446-7743 FAX 916/446

consultant

Project
MARIPOSA HHS

MARIPOSA, CA

Sheet Title
SITE PLAN

The undersigned architect does not represent that these plans or the specifications in connection therewith are suitable, whether or not modified for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site.

The contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing of any variation from the dimensions and conditions shown by these drawings.

This drawing is not final or to be used for construction until signed by the architect and owner.

All drawings and written materials appearing herein constitute the original and unpublished work of the Architect and the same may not be duplicated, used or disclosed without written consent of the Architect.

Drawn By	LN
Check By	FB
Revisions	

NO.	DATE	DESCRIPTION

Job No	08309
Date	9/16/2009

Drawing No.

OF SHEETS

Exhibit B

Legal Description of Property

Legal Description

All that real property situated in the State of California, County of Mariposa and described as follows:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF PROJECT SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., RANCHO LAS MARIPOSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 OF THE "SPELT TRACT", AS RECORDED December 5, 1940 IN VOLUME 8 OF OFFICIAL RECORDS OF MARIPOSA COUNTY AT PAGE 319, A DRILL STEEL MARKER, FROM WHICH THE INTERIOR QUARTER SECTION CORNER OF SAID SECTION 15 BEARS SOUTH 53° 45' 30" WEST, 505.27 FEET; THENCE NORTH 49° 10' EAST, 5.0 FEET TO A 1" X 30" IRON PIPE TAGGED R.C.E. 6888 SET IN THE NORTHEASTERLY LINE OF STATE HWY 49, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 49° 15' EAST, 430.60 FEET TO CORNER NO. 2 OF "SPELT TRACT' FROM WHICH A WHITE OAK TREE, 4" IN DIAMETER SCRIBED "1252 LS BT", BEARS NORTH 35° 05' WEST, 12.10 FEET; THENCE N. 40° 11' WEST, 352.66 FEET, TO A 1" IRON PIPE MARKING THE MOST EASTERLY CORNER OF THAT CERTAIN 2.30 ACRE (PLUS OR MINUS) PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY FOR JOHN T. AND LULABELLE HOULIHAN, FILED November 8, 1963 AS MAP NO. 1297, MARIPOSA COUNTY RECORDS; THENCE SOUTH 49° 13' WEST, 438.03 FEET, TO A 1" IRON PIPE, SET IN THE NORTHEASTERLY LINE OF STATE HIGHWAY 49; THENCE SOUTH 43° 25' EAST, ALONG THE NORTHEASTERLY LINE OF SAID STATE HIGHWAY 49, 238.15 FEET, TO A CONCRETE MONUMENT; THENCE CONTINUING SOUTH 43° 25' EAST, ALONG THE NORTHEASTERLY LINE OF SAID STATE HIGHWAY 49, 110.98 FEET, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH, AS AN APPURTENANCE TO SAID LAND, A NON-EXCLUSIVE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES WITHIN TWO ADJACENT 30 FOOT STRIPS OF LAND, THE SOUTHWESTERLY 30 FEET OF ASSESSOR'S PARCEL NO. 013-011-003 AND THE NORTHEASTERLY 30 FEET OF ASSESSOR'S PARCEL NO. 013-011-001, AS SAID STRIPS ARE DESCRIBED IN THE CERTIFICATES OF COMPLIANCE RECORDED ON JANUARY 8, 2005 AS DOCUMENT NUMBERS 2057544 AND 2057545.

EXHIBIT C

FORM OF LEASE COMMENCEMENT DATE AND SUBSTANTIAL COMPLETION CERTIFICATE

This **LEASE COMMENCEMENT DATE CERTIFICATE** ("Certificate") is made this _____ day of _____, 200__, between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant"), and is attached to and made a part of that certain Lease dated _____, 200__, by and between Landlord, as lessor thereunder, and Tenant, as lessee thereunder, **[if applicable** - as amended by that certain _____ dated as of _____, 200__, (as amended, the "Lease").

Landlord and Tenant hereby acknowledge and agree for all purposes of the Lease that the Lease Commencement Date as defined in Section 2.3 of the Lease is _____, 200__.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate on the date first above written.

TENANT:

_____, a _____

By:_____
Its:_____

LANDLORD:

_____, a _____

By:_____
Its:_____

[NOTE: ATTACH PUNCHLIST AS SCHEDULE 1 TO THIS EXHIBIT C]

EXHIBIT D

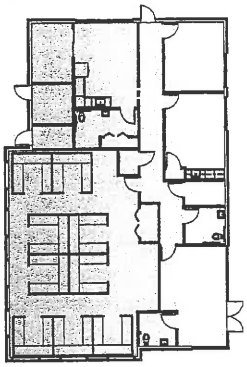
PROJECT DEVELOPMENT WORK

This exhibit, entitled "Project Development Work," is and shall constitute **EXHIBIT D** to the Lease by and between Landlord and Tenant for the Leased Premises. The terms and conditions of this **EXHIBIT D** are hereby incorporated into and are made a part of the Lease. Capitalized terms used, but not otherwise defined, in this **EXHIBIT D** have the meanings ascribed to such terms in the Lease.

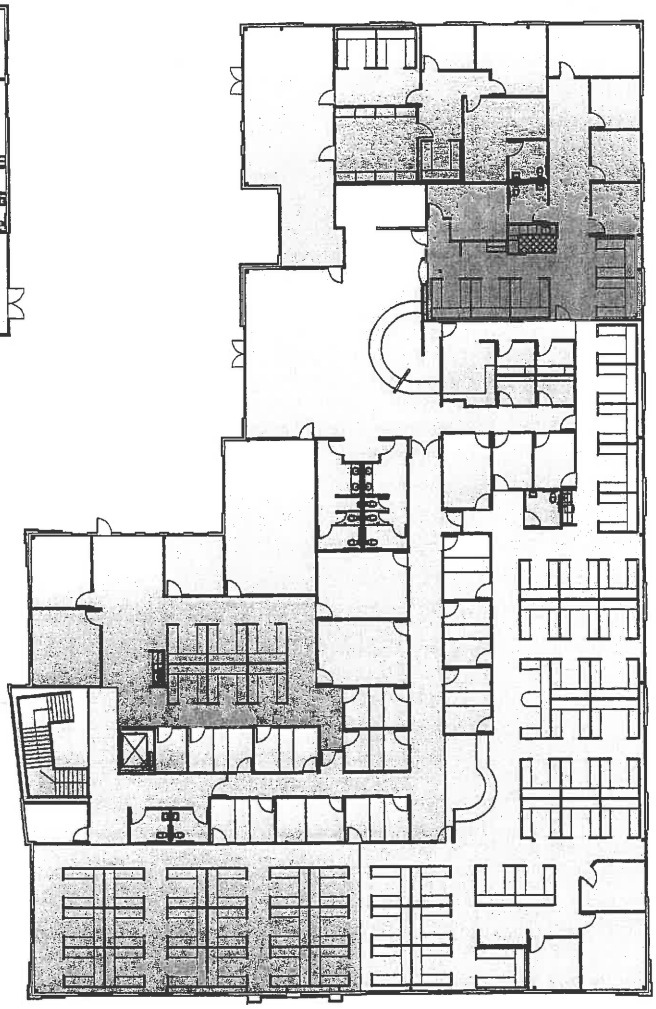
Landlord shall construct on the Property the Project Development Work to support (i) the HSA Building and (ii) the FSC Building including but not limited to all building shell construction, interior improvements for the complete build out of interior spaces and on site improvements of parking areas, landscaping, and hardscaping as provided in **EXHIBIT E**.

Landlord shall be responsible up to the amount of the Project Development Cost Allowance for providing the Project Development Work as required by the Final Plans and Specifications (defined in **EXHIBIT E**) subject to the terms and conditions set forth in **EXHIBIT E**. Tenant shall be responsible for all costs and expenses of designing, permitting and constructing the Project Development Work in excess of the Project Development Cost Allowance.

A floor plan for each of the Buildings in the form agreed upon by the parties as of the execution of this Lease is attached hereto as Schedule 1. Said floor plans are subject to modification as provided in Exhibit E.



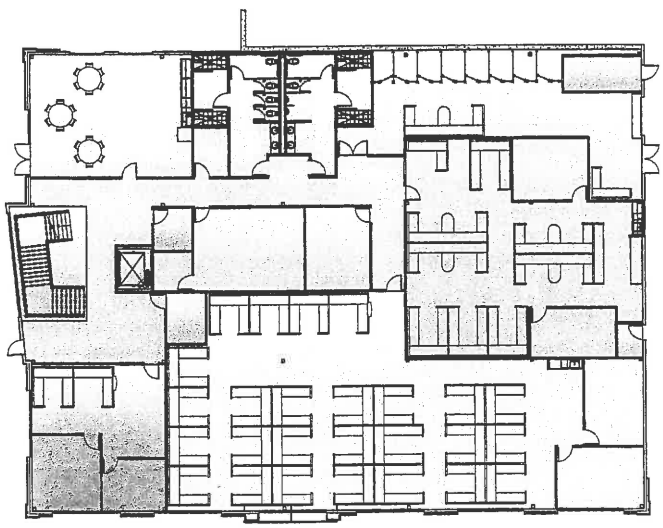
FAMILY SERVICES AREA TOTAL: ± 3,035 S.F.



PLAZA LEVEL AREA SUMMARY

- BEHAVIORAL HEALTH ± 4,093 S.F.
- ELGIBILITY & COMMUNITY HOUSING ± 4,906 S.F.
- CHILD SUPPORT SERVICES ± 1,941 S.F.
- MOTHER LODE ± 1,469 S.F.
- SHARED AREAS ± 4,383 S.F.
- COMMON AREA ± 3,831 S.F.
- VERTICAL CIRCULATION/SHAFTS ± 506 S.F.
- MISCELLANEOUS AREAS ± 66 S.F.

PLAZA LEVEL AREA TOTAL: ± 21,195 S.F.



LOWER LEVEL AREA SUMMARY

- SOCIAL SERVICES ± 3,792 S.F.
- FISCAL ± 3,470 S.F.
- EXECUTIVE ± 861 S.F.
- SHARED AREAS ±483 S.F.
- COMMON AREA ± 3,010 S.F.
- VERTICAL CIRCULATION/SHAFTS ± 436 S.F.
- MISCELLANEOUS AREAS ±350 S.F.

LOWER LEVEL AREA TOTAL: ± 12,402 S.F.

TOTAL SQUARE FOOTAGE: ± 33,597 S.F.

MARPIOSA HHS SQUARE FOOTAGE PLAN

DATE: 09/24/2009

EXHIBIT E

CONSTRUCTION OF PROJECT DEVELOPMENT WORK

This exhibit, entitled "Construction of Project Development Work," is and shall constitute **EXHIBIT E** to the Lease by and between Landlord and Tenant for the Leased Premises. The terms and conditions of this **EXHIBIT E** are hereby incorporated into and are made a part of the Lease. Capitalized terms used, but not otherwise defined, in this **EXHIBIT E** have the meanings ascribed to such terms in the Lease.

1. **Project Development Work**. Subject to the conditions set forth below, Landlord shall construct upon the Property the Project Development Work pursuant to the terms of this **EXHIBIT E.**

2. **Definition**. "Project Development Work" as used in the Lease and this **EXHIBIT E** shall include the Buildings, those improvements in and to the Buildings and the Outside Areas described in **EXHIBIT D** and all improvements to the interior portions of the Leased Premises which are depicted on the Final Plans and Specifications (defined in Section 3 of this **EXHIBIT E**) or described herein below. Project Development Work shall also include the installation by Landlord of a complete telephone system, furniture and moving coordination and planning services, the details of which shall be included as part of the Final Plans and Specifications described below. Tenant shall be responsible for the cost of all items comprising the Project Development Work to the extent that the actual cost of the Project Development Work exceeds the Project Development Cost Allowance as described in Article 1. Project Development Work shall specifically not include any of Tenant's personal property or trade fixtures.

3. **Plans and Specifications.**

(a) Landlord shall retain an architect and/or space planner approved by Tenant for the preparation of preliminary working architectural and engineering plans and specifications for the Project Development Work ("Preliminary Plans and Specifications"). Landlord shall deliver the Preliminary Plans and Specifications to Tenant. Tenant shall reasonably approve or disapprove the Preliminary Plans and Specifications within ten (10) days after Tenant receives the Preliminary Plans and Specifications and, if disapproved, Tenant shall return the Preliminary Plans and Specifications to Landlord, who shall make all necessary revisions within ten (10) days after Landlord's receipt thereof. This procedure shall be repeated until Tenant approves the Preliminary Plans and Specifications. The approved Preliminary Plans and Specifications, as modified, shall be deemed the "Final Preliminary Plans and Specifications."

(b) After the Final Preliminary Plans and Specifications are approved by Tenant and are deemed to be the Final Preliminary Plans and Specifications, Landlord shall cause the Architect to prepare within twenty (20) days following Tenant's approval of the Final Preliminary Plans and Specifications the final working architectural and engineering plans and specifications ("Final Plans and Specifications") for the Project Development Work. Landlord shall then deliver the Final Plans and Specifications to Tenant. Tenant shall reasonably approve or disapprove the Final Plans and Specifications within ten (10) days after Tenant receives the Final Plans and Specifications and, if disapproved, Tenant shall return the Final Plans and Specifications to Landlord who shall make all necessary revisions within ten (10) days after Landlord's receipt thereof. This procedure shall be repeated until Tenant approves the Final Plans and Specifications. The approved Final Plans and Specifications, as modified, shall be deemed the "Construction Documents."

(c) All deliveries of the Preliminary Plans and Specifications, the Final Preliminary Plans and Specifications, the Final Plans and Specifications, and the Construction Documents shall be delivered by messenger service, by personal hand delivery or by overnight parcel service.

4. **Governmental Approvals.** Landlord shall obtain all governmental approvals of the Construction Documents to the full extent necessary for the issuance of a building permit for the Project Development Work based upon such Construction Documents. Landlord shall also cause to be obtained all other necessary approvals and permits from all governmental agencies having jurisdiction or authority for the construction and installation of the Project Development Work in accordance with the approved Construction Documents. Landlord shall undertake all steps necessary to insure that the construction of the Project Development Work is accomplished in compliance with all statutes, laws, ordinances, rules, and regulations applicable to the construction of the Project Development

Work and the requirements and standards of any insurance underwriting board, inspection bureau or insurance carrier insuring the Buildings.

5. **Construction of Project Development Work.**

(a) Landlord shall be responsible for managing the construction, installation and completion of the Project Development Work in substantial accordance with the Construction Documents for the Leased Premises approved by Tenant. Landlord shall diligently proceed with the construction, installation and completion of the Project Development Work for the Leased Premises in substantial accordance with the Construction Documents and the completion schedule reasonably approved by Tenant. No material changes shall be made to the Construction Documents and the completion schedule approved by Tenant without Tenant's prior written consent, which consent shall not be unreasonably withheld. Landlord shall retain DesCor, Inc. ("DesCor") to act as construction manager in the construction of the Project Development Work in accordance with the Construction Documents.

(b) Prior to the commencement of the construction and installation of the Project Development Work, Landlord shall provide the following to Tenant, all of which shall be to the Tenant's reasonable satisfaction:

(i) An estimated budget and cost breakdown for the Project Development Work; and

(ii) Estimated completion schedule for the Project Development Work.

6. **Project Development Cost Allowance.** The base rental rate for the Leased Premises includes a budget for the costs of design, preparation, planning, installation and construction of the Project Development Work in the amount described in the Project Development Cost Allowance section of Article 1 of the Lease multiplied by the number of rentable square feet of space within the Leased Premises (collectively, "Project Development Cost Allowance"). The costs to be paid from the Project Development Cost Allowance by Landlord shall include the following ("Project Development Costs"):

(a) All costs of the Preliminary Plans and Specifications, the Final Plans and Specifications, and the Construction Documents, and engineering costs associated with completion of the State of California energy utilization calculations under Title 24 legislation;

(b) All costs of obtaining building permits and other necessary authorizations from local governmental authorities;

(c) All costs of interior design and finish schedule plans and specifications including as-built drawings, if applicable;

(d) All direct and indirect costs of procuring, constructing and installing the Project Development Work, including, but not limited to, labor and materials costs, construction fees for overhead and profit of the General Contractor(s) (defined in Section 7(a) of this **EXHIBIT E**), the cost of all on-site supervisory and administrative staff, office, equipment and temporary services rendered in connection with the construction of the Project Development Work and the fees of DesCor for its construction management services;

(e) All fees payable to architects, engineers and consultants, for the design any portion of the Project Development Work;

(f) Utility connection fees;

(g) The cost of premiums for any builder's risk and other construction insurance maintained by Landlord in connection with the construction of the Project Development Work;

(h) Inspection fees and filing fees, payable to local governmental authorities if any; and

(i) All costs of all permanently affixed equipment and non-trade fixtures provided for in the Construction Documents, including the cost of installation.

7. **Public Works Bidding; Project Development Cost Payment**.

(a) Tenant and Landlord acknowledge and agree that the construction of the Project Development Work will be required to proceed subject to the rules and requirements applicable to public works contracts and that, due to the bidding requirements applicable to public works contracts, the desired completion schedule for the project and its financing requirements, the final pricing schedule for the Project Development Work will not be completed until after construction of the Project Development Work has begun. Accordingly, Tenant acknowledges and agrees that (i) the Lease shall be effective and binding upon Tenant and Landlord even though the final pricing schedule for the Project Development Work, which pricing schedule will determine the amount of one of the components of Base Monthly Rent under the Lease, will not be known until after the Project Development Work has begun, (ii) Landlord shall act in reliance on the effectiveness of this Lease and Tenant's obligations hereunder in commencing construction of the Project Development Work prior to the determination of its final pricing and (iii) Tenant has studied the project and pricing information for the Project Development Work available as of the execution of this Lease and has satisfied itself that any increases in the amount of Base Monthly Rent resulting from variations between the currently anticipated pricing and the final pricing for the Project Development Work are acceptable to Tenant.

(b) The bidding of the Project Development Work shall be completed in two separate phases. The first bidding phase shall be for the site work and building shell portion of the Project Development Work and said bidding shall occur promptly after Landlord's submission to the County of Mariposa of the building permit application for the site and building shell work which the parties estimate will occur in March 2010. The second bidding phase shall be for the interior improvements to the Buildings and said bidding shall occur promptly after Landlord's submission of the building permit application for the interior work which the parties estimate will occur approximately one (1) month after the completion of the first bidding phase. Upon the completion of each phase of the bidding, Landlord shall enter into a fixed price construction contract with the general contractor selected for the construction of the applicable phase (each a "General Contractor" or collectively the "General Contractors") of the Project Development Work based upon a pricing schedule for such phase determined through the bidding process for such phase.

(c) The difference between the actual total amount of the Project Development Costs for the Project Development Work (including the costs of any Change Orders as described below) and the Project Development Cost Allowance (the "Project Development Cost Payment") shall either increase or decrease the Base Monthly Rent as provided herein. If the actual total amount of the Project Development Costs for the Project Development Work (including change orders) exceeds the Project Development Cost Allowance, the Project Development Cost Payment shall be amortized over the twenty-five year term of this Lease along with interest at an interest rate commensurate with that available to Landlord from commercial banks and the monthly amortized amount shall be added to the Base Monthly Rent as provided in Section 3.1 of this Lease. If the actual total amount of the Project Development Costs for the Project Development Work (including change orders) is less than the Project Development Cost Allowance, the Project Development Cost Payment shall be amortized over the twenty-five year term of this Lease and the amortized amount shall be subtracted from the Base Monthly Rent as provided in Section 3.1 of this Lease. The Project Development Cost Payment shall be allocated between the HSA Parcel and the FSC Parcel on a pro rata basis based on the relative sizes (in rentable square feet) of the HSA Building and the FSC Building.

8. **Change Orders**. If, prior to the Lease Commencement Date, Tenant shall desire improvements or changes (individually or collectively, "Change Orders") to the Project Development Work in addition to, revision of or substitution for the Project Development Work described herein and on the Final Plans and Specifications, Tenant shall notify Landlord thereof in writing and either (i) deliver to Landlord for its approval plans and specifications for such Change Orders or (ii) request that Landlord prepare such plans and specifications, in which case the cost of preparing the Change Orders and related plans and specifications shall be included within the Project Development Costs. If Landlord foresees the completion date for the Project Development Work being delayed due to Change Orders, Landlord shall advise Tenant thereof and advise Tenant of an estimate of the time frame related thereto; provided, however, Tenant acknowledges that it is only an estimate based on Landlord's then current actual knowledge and, accordingly, such estimate remains subject to change due to changed circumstances or circumstances beyond Landlord's control. If Landlord does not approve of the requested Change Orders or the

plans and specifications therefor, Landlord shall advise Tenant of the revisions required. Tenant shall revise and redeliver its requested Change Order or, if applicable, the plans and specifications to Landlord within five (5) days of Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. All costs incurred in connection with all preparations and revisions of plans and specifications related to any Change Orders as well as any increased construction costs related thereto shall be added to the Project Development Costs for purposes of determining the Project Development Cost Payment.

9. **Tenant Delay**. Subject to the terms of Section 2.3 of the Lease, the Lease Commencement Date shall be delayed until the Project Development Work have been substantially completed, as described in the Lease except to the extent that the delay is caused by any one or more of the following (each a "Tenant Delay"):

(a) Tenant's request for Change Orders whether or not any such Change Orders are actually performed; or

(b) Contractor's performance of any Change Orders; or

(c) Tenant's request for materials, finishes or installations requiring unusually long lead times; or

(d) Tenant's delay in providing information critical to the normal progression of the project. Tenant shall provide such information as soon as reasonably possible, but in no event later than five (5) business days after receipt of such request for information from the Landlord; or

(e) Legal challenges or other unexpected delays related to the bidding procedures and requirements applicable to the construction of the Project Development Work as a public works project; or

(f) Any other act or omission by Tenant, its agents, contractors or persons employed by any of such persons.

Notwithstanding anything to the contrary in this Lease, if the Lease Commencement Date is delayed for any reason constituting Tenant Delay, then Landlord shall cause the Contractor to certify the date on which the Project Development Work would have been completed but for such Tenant Delay and the earlier of said date or September 1, 2011 shall be the Lease Commencement Date of this Lease.

EXHIBIT F-1

FORM OF RENTAL RATE CONFIRMATION STATEMENT

This **RENTAL RATE CONFIRMATION STATEMENT** ("Statement") is made this _____ day of _____, 200__, between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant"), and is attached to and made a part of that certain Lease dated _____, 200__, by and between Landlord, as lessor thereunder, and Tenant, as lessee thereunder, **[if applicable** - as amended by that certain _____ dated as of _____, 200__, (as amended, the "Lease").

In accordance with Paragraph 3.1 of the Lease, Landlord and Tenant hereby agree and confirm that (i) the per square foot HSA Rental Rate for the HSA Building shall be the amount of _____ ($_____) (ii) the per square foot FSC Rental Rate for the FSC Building shall be the amount of _____ ($_____).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Statement on the date first above written.

TENANT:

The County of Mariposa, a political subdivision of the State of California

By:_____
Its:_____

LANDLORD:

DesCor Mariposa, a California limited liability company

By:_____
Its:_____

EXHIBIT F-2

FORM OF BASE MONTHLY RENT CONFIRMATION STATEMENT

This **BASE MONTHLY RENT CONFIRMATION STATEMENT** ("Statement") is made this _____ day of _____, 200__, between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant"), and is attached to and made a part of that certain Lease dated _____, 200__, by and between Landlord, as lessor thereunder, and Tenant, as lessee thereunder, **[if applicable** - as amended by that certain _____ dated as of _____, 200__, (as amended, the "Lease").

In accordance with Paragraph 3.1 of the Lease, Landlord and Tenant hereby agree that the amount of Base Monthly Rent due under the Lease as of the Lease Commencement Date shall be _____ Dollars ($_____), consisting of the sum of the following components as described in the fourth sentence of said Paragraph 3.1: (x) _____ Dollars ($_____), determined by multiplying (1) the per square foot HSA Rental Rate for the HSA building by _____ (the size of the HSA Building in square feet) plus (2) the per square foot FSC Rental Rate for the FSC building by _____ (the size of the FSC Building in square feet) plus (y) _____Dollars ($_____) (the estimated Property Operating Expense Payment) plus, if applicable (z) _____ Dollars ($_____) (the Project Development Cost Payment).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Statement on the date first above written.

TENANT:

The County of Mariposa, a political subdivision of the State of California

By:_____
Its:_____

LANDLORD:

DesCor Mariposa, a California limited liability company

By:_____
Its:_____

EXHIBIT G

FORM OF ESTOPPEL CERTIFICATE FOR ACCEPTANCE OF LEASED PREMISES

TENANT: The County of Mariposa
a political subdivision of the State of California
_____
_____, CA _____
Attn: _____

LANDLORD:
DesCor Mariposa, LLC,
a California limited liability company
3164 Gold Camp Drive, Suite 250
Rancho Cordova, CA 95670
Attn: Neal Cordeiro

LENDER: _____
_____
_____
_____
Attn: _____

PREMISES: That certain real property improved with that buildings located at _____, _____, CA

LEASE: That certain lease for the Premises between Landlord and Tenant dated _____, 200_ (the "Lease).

It is our understanding that _____, a _____ ("Lender"), is contemplating making a loan to Landlord, which loan is to be secured by the real property that constitutes the Premises (the "Secured Property"). For the benefit of the Lender, Tenant hereby certifies as follows:

1. A true and complete copy of the Lease is attached hereto and the Lease is the entire agreement between Landlord and Tenant with respect to the Premises. Any capitalized terms used but not defined in this Tenant Estoppel shall have the meanings attributed to them in the Lease.

2. The term of the Lease commenced on _____ and is scheduled to expire on _____.

3. There is no remaining right of remeasurement of the rentable square footage of the Leased Premises under the Lease, and the Base Monthly Rent under the Lease during the first three years of the term is _____ ($_____).

4. Tenant acknowledges that (i) Landlord has completed the construction of the Buildings and all Project Development Work as required by the Lease and (ii) Tenant has received the written statements from a qualified engineer and a qualified architect confirming

that the Leased Premises, the Buildings and the Outside Areas have been completed in compliance with all Laws as required by Section 4.7 of the Lease.

5. Tenant acknowledges and agrees that (i) Landlord has satisfied in full its obligations to deliver the Leased Premises, the Buildings and the Outside Areas to Tenant in compliance with all Laws in effect as of the date hereof and (ii) from and after the date hereof, Landlord shall have no continuing liability or responsibility under the Lease to ensure that the Premises comply with Laws.

6. Tenant is executing this document with the express knowledge that Lender is relying upon the representations made herein in making a loan to Landlord.

DATED: _____ __, 200_

TENANT:

TENANT:
THE COUNTY OF MARIPOSA, a political subdivision of the State of California

By:_____
_____

EXHIBIT H

FORM OF ESTOPPEL CERTIFICATE

_____, 200_

_____
_____
_____
_____

Re _____
_____, California

Ladies and Gentlemen:

Reference is made to that certain Lease, dated as of _____, 200__, between _____ **LLC**, a California limited liability company ("Landlord"), and the undersigned (herein referred to as the "Lease"). A copy of the Lease [and all amendment thereto] is [are] attached hereto as **Exhibit A.** At the request of Landlord in connection with [_____State reasons for request for estoppel certificate_____], the undersigned hereby certifies to Landlord and to [_____State names of other parties requiring certification_____] and each of your respective successors and assigns as follows:

1. The undersigned is the tenant under the Lease.

2. The Lease is in full force and effect and has not been amended, modified, supplemented or superseded except as indicated in Exhibit A.

3. There is no defense, offset, claim or counterclaim by or in favor of the undersigned against Landlord under the Lease or against the obligations of the undersigned under the Lease. The undersigned has no renewal, extension or expansion option, no right of first offer or right of first refusal and no other similar right to renew or extend the term of the Lease or expand the property demised thereunder except as may be expressly set forth in the Lease.

4. The undersigned is not aware of any default now existing of the undersigned or of Landlord under the Lease, nor of any event which with notice or the passage of time or both would constitute a default of the undersigned or of Landlord under the Lease.

5. The undersigned has not received notice of a prior transfer, assignment, hypothecation or pledge by Landlord of any of Landlord's interest in the Lease.

6. The monthly rent due under the Lease is $_____ and has been paid through _____, and all additional rent due and payable under the Lease has been paid through _____.

7. The term of the Lease commenced on _____, and expires on _____, unless sooner terminated pursuant to the provisions of the Lease. Landlord has performed all work required by the Lease for the undersigned's initial occupancy of the demised property.

8. There is no free rent period pending, nor is Tenant entitled to any Landlord's contribution.

The above certifications are made to Landlord and Lender knowing that Landlord and Lender will rely thereon in accepting an assignment of the Lease.

Very truly yours,

_____

By: _____
Name: _____
Title: _____

EXHIBIT I

PURCHASE AND SALE AGREEMENT

FORM OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement (the "**Agreement**") is made as of the ____ day of _____, 20__ (the "**Execution Date**") by and between DesCor Mariposa, LLC, a California limited liability company ("**Seller**") and The County of Mariposa, a political subdivision of the State of California ("**Purchaser**").

RECITALS

A. Seller owns that certain real property located in the County of Mariposa ("**County**"), State of California located at _____ and consisting of approximately _____ of land improved with a building (the "**Building**") and related improvements, together with all rights and appurtenances pertaining thereto (collectively, the "**Property**") as more particularly described in Exhibit A attached hereto and incorporated herein.

B. Seller desires and is prepared to sell, transfer and convey the Property to Purchaser and Purchaser desires and is prepared to purchase the Property from Seller at the price and upon the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purchase Price**. Seller agrees to sell and Purchaser agrees to buy the Property for a cash purchase price (the "**Purchase Price**") of Nine Hundred Seventeen Thousand Dollars ($917,000.00), subject to the terms and conditions set forth in this Agreement.

2. **Deposit**. Within two (2) business days after the Execution Date, Purchaser shall deposit the sum of _____ Dollars ($_____) (the "**Deposit**") with _____, _____, _____, California, Attn: _____ ("**Title Company**"). The Deposit shall be placed in an interest bearing account with the Title Company and shall be applicable to the Purchase Price at the Closing (as defined in Paragraph 10 below).

3. **Documents**. Following the Execution Date, upon written request by Purchaser Seller shall permit Purchaser to inspect and photocopy Seller's records, files and documents concerning the Property (collectively, the "**Documents**") at Seller's office during normal business hours. If this Agreement is terminated prior to Closing for any reason, Purchaser shall deliver to Seller within five (5) business days after such termination all Documents which may have been delivered to or obtained by Purchaser.

4. **Inspection and Contingency Period**.

A. Purchaser shall have until 5:00 p.m. on the fifteenth (15th) day following the Execution Date (the "**Contingency Period**"), to review and either approve or disapprove, in Purchaser's sole and absolute discretion, the economic viability of the purchase of the Property for Purchaser's intended use and all matters related thereto, including but not limited to: a physical inspection of the Property and its improvements, the conduct of any studies, tests or evaluations desired by Purchaser, the review of all Documents as well as the Title Report (defined in Paragraph 8) and Purchaser's ability to obtain satisfactory financing for the purchase of the Property.

B. In the event that any aspect of the purchase of the Property as provided herein is not satisfactory to Purchaser, then Purchaser may elect to terminate this Agreement by giving written termination notice to Seller prior to the expiration of the Contingency Period, and in such event, this Agreement shall terminate, the Deposit shall be returned to Purchaser, the parties shall have no further rights, obligations, and liabilities towards each other (except for the indemnity obligations in Paragraph 17 which shall survive the termination of this Agreement and the Closing), and any Escrow cancellation fees shall be Purchaser's responsibility. Purchaser's failure to so terminate this Agreement in writing prior to the expiration of the Contingency Period shall constitute Purchaser's acceptance of the economic feasibility and the condition of the Property and Purchaser's commitment to proceed with the purchase of the Property as provided herein. In the event this Agreement is terminated as herein provided, Purchaser shall deliver to Seller a copy of all reports, information or other documents obtained or prepared by or for Purchaser with regard to the Property. Purchaser shall promptly repair any damage caused to the Property as a consequence of Purchaser's investigation which obligation shall survive the Closing or termination of this Agreement.

5. **Purchaser's Conditions to Closing**. The following shall constitute conditions precedent to Purchaser's obligations hereunder and to Purchaser's obligation to close escrow, for the sole benefit of Purchaser:

A. Purchaser shall have approved its inspection of the Property (or said inspection shall have been deemed approved) prior to expiration of the Contingency Period in the manner set forth in Paragraph 4.

B. At or prior to the Closing, the Title Company shall issue a CLTA owner's policy of title (the title policy hereinafter called the "**Title Policy**"), ensuring that the title is vested in Purchaser in the amount of the Purchase Price subject only to the Permitted Exceptions (as defined in Paragraph 8 below);

C. Seller shall perform in a timely manner all of its material covenants and obligations to be performed hereunder prior to the Closing and Seller's warranties and representations set forth in this Agreement shall be true and correct at all times from the Execution Date through the Closing.

In the event any of the foregoing conditions precedent have not been satisfied or waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement upon written notice to Seller.

6. **Seller's Conditions to Closing**. The following shall constitute conditions precedent to Seller's obligations hereunder and to Seller's obligation to close escrow, for the sole benefit of Seller:

A. Purchaser shall perform in a timely manner each and every one of its material covenants and obligations to be performed hereunder prior to the Closing.

B. Purchaser's warranties and representations set forth in this Agreement shall be true and correct at all times from the Execution Date through the Closing.

In the event the foregoing conditions precedent have not been satisfied or waived in writing by Seller by the time required as provided above, Seller shall have the right to terminate this Agreement upon written notice to Purchaser.

7. **Liquidated Damages; Default.**

A. IN THE EVENT PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY DUE TO A DEFAULT BY PURCHASER HEREUNDER, SELLER SHALL, AS LIQUIDATED DAMAGES, BE ENTITLED TO RETAIN THE DEPOSIT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PURCHASER, OR

ANY RELATED PARTIES AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF PURCHASER.

Seller's Initials: _____ Purchaser's Initials: _____

B. If the Closing fails to occur as a result of the default by Seller under this Agreement, Purchaser shall be entitled to all rights and remedies under California law.

8. **Title Report and Documentation**. Within seven (7) days after the Execution Date, Seller shall cause Title Company to deliver to Purchaser and Seller a preliminary title report (the "**Title Report**") covering the Property, together with copies of all documents referred to as exceptions to coverage in the Title Report.

Purchaser shall have until the 5:00 p.m. on the fifteenth (15th) day after the Execution Date (the "**Title Review Date**") to conduct an ALTA Survey (if Purchaser elects to do so) and review and provide Purchaser's title objections, if any, to Seller regarding all matters shown in the Title Report or the ALTA Survey. If Purchaser does not notify Seller of its objections to any matters contained in the Title Report or ALTA Survey on or before the Title Review Date,

Purchaser shall be deemed to have approved the entire Title Report and the ALTA Survey. For purposes of this Agreement, all exceptions contained in the Title Report or matters disclosed on the ALTA Survey which are approved by Purchaser on or before the Title Review Date (or are deemed approved by lapse of the Title Review Date without the receipt of notice by Seller) shall be defined as "**Permitted Exceptions**". Additionally, all title exception(s) resulting from the recordation of (i) the Parcel Map (or lot line adjustment) processed by Seller to create the Property as a separate legal parcel and (ii) a reciprocal easement agreement substantially in the form of Exhibit B hereto (the "**REA**"), shall be Permitted Exceptions and Purchaser acknowledges that Seller shall record the REA in substantially the form attached hereto as Exhibit B prior to the Closing. Notwithstanding the foregoing, Purchaser hereby disapproves any monetary liens against the Property, except for non-delinquent real property taxes and assessments, and Seller shall remove all such liens from record title to the Property at or prior to the Closing.

With respect to any title exceptions or any matters on the ALTA Survey which Purchaser deems unacceptable and as to which timely notice has been given as set forth above, prior to the expiration of the Contingency Period, Seller and Purchaser shall meet to discuss said objections in order to determine whether said objections can be addressed to Purchaser's satisfaction so that this transaction may proceed. Seller shall have no obligation to remove or otherwise address any objectionable title matters except for monetary liens as described above. If Purchaser elects to proceed with the purchase of the Property following the Contingency Period, all title exceptions to which Purchaser has objected shall also be deemed Permitted Exceptions unless Seller has agreed in writing to remove such exceptions.

9. **Closing Costs**. Purchaser shall pay the following costs and expenses associated with the closing of this transaction: (i) any escrow fees; (ii) the cost of Purchaser's Title Policy; and (iii) the costs of recording all instruments transferring title of the Property to Purchaser. Seller shall pay for any county transfer taxes. The parties shall each be responsible for their own attorneys' fees and costs. If Purchaser elects not to purchase the Property, any escrow cancellation or similar charges shall be paid by Purchaser.

10. **Closing.**

A. The Closing of the purchase and sale provided for by this Agreement (the "**Closing**" or the "**Closing Date**" when referring to the date thereof) shall occur as provided herein on or before the thirtieth (30^{th}) day after the sooner of expiration of the Contingency Period or Purchaser's earlier waiver of its right to terminate this Agreement and election to proceed with the purchase as provided in Paragraph 4. If Purchaser fails for any reason other than a default by Seller in its obligations hereunder to close the purchase of the Property as required hereby on or before the date required for the Closing as set forth above, Seller shall have no further obligation to sell the Property to Purchaser or to extend the Closing Date.

B. The Closing shall occur at the offices of the Title Company or at such other location as the parties hereto may agree upon in writing. Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Title Company and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to

execute such additional escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

C. At the Closing, Seller shall deliver to Purchaser (i) a grant deed conveying fee title to the Property to Purchaser; (ii) possession of the Property and (iii) all other documents required by this Agreement to be delivered to Purchaser by Seller at the Closing. Seller shall cooperate with Purchaser in connection with the foregoing closing delivery requirements.

D. At the Closing, Purchaser shall deliver to Title Company for payment to Seller the balance of the Purchase Price and all other amounts to be paid by Purchaser at the Closing in the form of a cashier's check, certified check or a wire transfer to or for the account of Seller.

E. General real estate taxes and assessments for the Property shall be prorated as of the Closing Date based on application of the current year's rates to the current year's assessed valuation of the Property, or on statements issued to Seller for the current year's assessment if available.

11. **Brokers and Commissions**. Purchaser and Seller hereby represent to each other that neither of them have had any dealings with respect to the Property with any real estate broker which could result in any claim to a commission by said broker. Each party agrees to be responsible for and to defend the other party against any and all claims, suits, liabilities and judgments for any other brokerage commissions or fees resulting from or arising out of such parties' actions, including but not limited to reasonable attorneys' fees and costs. The obligations of the parties set forth in this Paragraph 11 shall survive the Closing.

12. **[Intentionally Omitted]**.

13. **[Intentionally Omitted]**.

14. **Representations and Warranties.**

A. Purchaser, to induce Seller to enter into this Agreement, represents and warrants to Seller as follows:

(i) **Authorization**. The execution and delivery of this Agreement and consummation of its terms have been duly authorized by Purchaser.

(ii) **No Conflicting Agreements**. The execution and delivery by the Purchaser of, and the performance and compliance by the Purchaser with the terms and provisions of this Agreement do not violate any of the terms, conditions or provisions of (1) Purchaser's organizational documents, (2) any judgment, order injunction, decree, regulation or ruling of any court or other governmental authority to which the Purchaser is subject, or (3) any agreement to which Purchaser is a party or to which it is subject.

B. Seller, to induce Purchaser to enter into this Agreement and to close the escrow for the purchase of the Property, represents and warrants to Purchaser, as follows:

(i) **Organization.** Seller is a limited liability company duly formed and validly existing under the laws of the State of California.

(ii) **Authorization.** The execution and delivery of this Agreement and the transaction contemplated hereby have been duly authorized by Seller.

(iii) **No Conflicting Agreements.** The execution and delivery by the Seller of, and the performance and compliance by the Seller with the terms and provisions of this Agreement do not violate any of the terms, conditions or provisions of (1) Seller's charter documents, (2) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which the Seller is subject, or (3) any agreement to which the Seller is party or to which it is subject.

15. **Condemnation or Taking**. In the event of the taking of all or any part of the Property, by eminent domain proceedings, or the commencement of any such proceedings prior to the Closing Date, Seller shall within five (5) days after Seller receives notice of such taking or the commencement of such proceedings give Purchaser written notice of such taking or proceedings, and Purchaser shall have five (5) days from the date on which Purchaser shall have received such written notice to elect in writing to terminate this Agreement. In the event that the five (5) day period within which Purchaser may elect to terminate this Agreement shall extend beyond the Closing Date, the Closing Date shall be automatically extended to the last day of such five (5) day period. If Purchaser shall fail to deliver to Seller written notice of election hereunder within such five (5) day period, Purchaser shall be deemed to have elected to not terminate this Agreement. If Purchaser does not terminate this Agreement as hereinabove provided, the Purchase Price shall be reduced by the total amount of any award actually received by Seller on or before the Closing Date for any such taking. If such award will be paid after the Closing, Seller shall assign to Purchaser all of Seller's right to receive such award.

16. **Miscellaneous Provisions.**

A. Notices. All notices, demands, requests, or other communications required or permitted under this Agreement prior to Closing shall be in writing and shall be deemed received upon actual receipt of facsimile, if the same is received by 4:00 p.m. (and the next business day if received thereafter) and is followed by a separate mailing pursuant hereto, or upon receipt (or upon refusal of receipt) by Federal Express or other overnight courier with a similar reputation for reliability or upon receipt (or upon refusal of receipt) after mailing by registered or certified mail, return receipt requested with proper postage affixed thereto addressed to the party at the address which appears below or to such other address as either party may from time to time designate to the other by written notice pursuant to this paragraph.

B. Attorneys' Fees. If either party shall institute any action or proceeding to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and court costs.

C. Integration. This Agreement contains the complete and entire agreement between the parties and cannot be altered, modified or amended except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

D. Binding Effect. Subject to Paragraph 16.F hereof, this Agreement shall inure to the benefit of and bind the parties hereto and their permitted successors and assigns.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Assignment. This Agreement may not assigned by Purchaser without first obtaining the express written consent of Seller, which consent may be granted or withheld in Seller's reasonable discretion. Seller's consent to any assignment by Purchaser shall not release Purchaser from its obligations hereunder.

G. Severability. If any term, provisions, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

H. Time of the Essence. Time is of the essence of this Agreement.

I. Legally Binding Agreement. This Agreement is legally binding agreement. Each party hereto acknowledges that it has obtained the advice of an attorney before executing this Agreement.

J. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof, but all of which together shall constitute a single agreement.

17. **Access and Indemnification**. Prior to the Closing Date, Seller shall afford authorized representatives of Purchaser reasonable access to the Property for purposes of satisfying Purchaser with respect to the satisfaction of any contingencies, conditions or other matters related to the Closing. Purchaser shall keep the property free from any liens or encumbrances related to its activities and shall be responsible for and shall hold harmless and defend Seller against all claims, costs, damages and liabilities, including without limitation, attorneys' fees, expenses and court costs, resulting from and/or relating to such access, inspection and all related matters, which obligation shall survive the Closing or termination of this Agreement.

18. **Real Estate Exchange**. Seller and Purchaser shall cooperate with each other, upon request, in one or more Section 1031 tax-deferred exchanges so long as (i) such assistance shall be at no cost or liability to the other party, (ii) there will be no delay in the Closing, and (iii) the cooperating party does not have to take title to any real property other than the Property. Obtaining an exchange property or a deferred exchange is not a condition of either party's duty to perform its obligations under this Agreement.

19. **Broker Disclosure**. Purchaser acknowledges that officers, principals and/or partners of Seller are licensed real estate brokers, as are officers, principals and/or members of Seller's affiliated entities.

20. **Arbitration of Disputes**. Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.05. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or real property sales contract as defined in Civil Code Section 2985, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, (d) any matter which is within the jurisdiction of a probate court, or small claims court, or (e) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure Section 337.1 or Section 337.15 applies. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____PURCHASER _____SELLER

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

DESCOR MARIPOSA, LLC,
a California limited liability company

Dated: _____

By:_____
Neal Cordeiro, Manager

PURCHASER:

THE COUNTY OF MARIPOSA, a political subdivision of the State of California

Dated:_____

By:_____
Brad Aborn, Chair, Board of Supervisors

ATTEST:

_____, CLERK OF
THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

_____

_____
Steven W. Dahlem, County Counsel

EXHIBIT A

Legal Description of Property

EXHIBIT B

Form of Reciprocal Easement Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

_____
_____
_____

RECIPROCAL EASEMENT AND SHARED MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND SHARED MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between DesCor Mariposa, LLC ("DesCor") and The County of Mariposa, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, DesCor is the owner of certain real property located in the County of Mariposa, State of California as described on Exhibit A attached hereto and incorporated herein, more commonly known as _____ (the "DesCor Property"); and

WHEREAS, County is the owner of certain real property located adjacent to the DesCor Property in the County of Mariposa, State of California as described on Exhibit B attached hereto and incorporated herein, more commonly known as _____ (the "County Property"); and

WHEREAS, the driveway and parking areas (collectively, the "Shared Improvements") that serve both the DesCor Property and the County Property are located on the DesCor Property and the County Property and owned accordingly; and

WHEREAS, DesCor and County each desire to provide an easement to the other, and to receive an easement from the other for ingress, egress, access over and across and vehicular parking upon the Shared Improvements, and also to provide for maintenance and repair of the Shared Improvements, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Benefited Site. The term "Benefited Site" shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.

1.2 Burdened Site. The term "Burdened Site" shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.

1.3 Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of the DesCor Property or the County Property under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.4 Owner. The term "Owner" shall refer to the owner of the DesCor Property or the County Property, as the context may require. The term "Owners" shall refer collectively to the owners of the DesCor Property and the County Property.

1.5 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.6 Person. The term "Person" shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

1.7 Shared Improvements. As stated above the "Shared Improvements" shall refer to the driveway and parking areas that serve both the DesCor Property and the County Property and shall include all permanent equipment and appurtenances thereto such as lighting fixtures and guardrails. The Shared Improvements shall also include all improvements constituting that certain driveway (the "Access Driveway") across certain property located adjacent to and northwest of the DesCor Property which provides access to the DesCor Property from _____ until such time, if any, as the Access Driveway is dedicated to and accepted by the County of Mariposa as a public street.

2. Easement Benefiting the DesCor Property. The Owner of the County Property, as the Burdened Site, hereby grants to the Owner of the DesCor Property, as the Benefited Site, for the use of the DesCor Property Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Shared Improvements located within the County Property, for pedestrian and vehicular ingress, egress, access and vehicular parking within and limited to those portions of the County Property which are improved for pedestrian and vehicular access and parking purposes; said easement excludes any use that would interfere with use of the Shared Improvements by the Owner, Occupants or Permittees of the County Property.

3. Easement Benefiting the County Property. The Owner of the DesCor Property, as the Burdened Site, hereby grants to the Owner of the County Property, as the Benefited Site, for the use of the County Property Occupants and Permittees, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Shared Improvements located within the DesCor Property, for pedestrian and vehicular ingress, egress, access and vehicular parking within and limited to those portions of the DesCor Property which are improved for pedestrian and vehicular access and parking purposes; said easement excludes any use that would interfere with use of the Shared Improvements by Occupants or Permittees of the DesCor Property.

4. Non-Interference. No Owner shall permit, operate or install any object or any improvements on such Owner's property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Site.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 create equitable servitudes upon the DesCor Property and the County Property properties in favor of the other property;

5.2.2 constitute covenants running with the land; and

5.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the named parties.

6. Maintenance, Insurance and Taxes. The respective Owners of the DesCor Property and the County Property shall continue to be responsible for and pay or cause to be paid all maintenance, insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to such properties, regardless of the easements and interests granted or created by this Agreement.

7. Maintenance. The Shared Improvements shall be maintained in a manner that preserves their appearance as an integral facility serving the DesCor Property and the County Property reasonably free of defects and serviceable to both Owners. Notwithstanding the maintenance provisions of Section 6 above, the Owners of the DesCor Property and the County Property shall share responsibility for all maintenance (including repair and replacement, as appropriate) associated with the Shared Improvements. Said maintenance responsibilities shall include, without limitation, any maintenance necessary for the attractive appearance and proper functioning of the Shared Improvements. Prior to making any arrangements for maintenance of the Shared Improvements, the Owner proposing to undertake such maintenance shall provide notice to the other Owner not less than thirty (30) days prior to the commencement of any such work. Any notice provided shall include reasonably detailed information concerning the nature and scope of the proposed maintenance work and the estimated cost thereof, and shall request the other Owner's concurrence in the proposed work. Should the Owner receiving the request disagree with the nature and/or scope of such proposed maintenance, the Owner to whom such notice is provided may request that the Owner providing such notice meet and confer to discuss and, if possible, come to an agreement on the nature and scope of such proposed maintenance work. Should the Parties fail to come to an agreement regarding the nature and scope of such maintenance or, should either of the Owners decline to meet and confer regarding such maintenance, the provisions of Section 12.8 shall apply. (In the event that emergency maintenance is required and cannot reasonably be delayed for the thirty (30) day notice period, the Owner proposing emergency maintenance work shall make a reasonable effort to notify the other Owner of the proposed work and to obtain that Owner's concurrence prior to

the commencement of such maintenance work.) Each of the Owners and either one of them, individually, shall exercise reasonable judgment in arranging for such maintenance to the Shared Improvements at reasonable cost. The Owner making any such arrangements shall make payment to any vendor or contractor performing such maintenance and shall be entitled to reimbursement of the other Owner's share of the maintenance expense so incurred in accordance with this Section. The Owners shall share such reasonable expenses for maintenance of the Shared Improvements on the following basis: _____ (__%) shall be borne by the Owner of the DesCor Property and _____ (__%) shall be borne by the Owner of the County Property. [Note, the Owners' respective percentages for maintenance expenses shall be determined based on the relative sizes of the buildings located on each Owner's property.] Within thirty (30) days after delivery of a statement documenting reasonable maintenance costs incurred in accordance with this Section, an Owner shall reimburse the other Owner for the share of Shared Improvements maintenance expenses due in accordance with this Section. Each Owner shall be responsible for all maintenance associated with any objects or improvements (such as planters) owned by such Owner, and properly placed within the easement area, at the Owner's sole expense.

8. Damage to Shared Improvements and Easement. Each Owner shall refrain from causing any damage to the Shared Improvements and the easements described herein and shall immediately repair any such damage caused by Occupants or Permittees associated with an Owner, at such Owner's sole cost and expense. If an Owner fails to perform any such required repairs, the other Owner, upon thirty (30) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within thirty (30) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner. If the non-performing Owner fails to pay any reimbursement due, the Owner who has incurred the repair costs shall have the immediate right to record a lien against the non-performing Owner's property benefited by this Agreement, in addition to all other rights and remedies permitted at law or in equity.

9. Liability Insurance. Each Owner shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times (but each such policy shall have a minimum liability limit of One Million Dollars ($1,000,000)), insuring all activities, conditions, operation and usage on or about either Owners' property which is burdened by an easement pursuant to this Agreement. Each Owner's Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in California and shall name the other Owner as an additional insured party. Each Owner shall, upon request of the other, provide evidence to the other Owner of Liability Insurance coverage in accordance with this section.

10. Indemnification. To the extent not covered by the Owners' policies of Liability Insurance: (a) the Owner of the DesCor Property shall defend, indemnify and hold the Owner of the County Property and all of its employees or agents harmless from any and

all claims, demands, or liability arising from alleged acts or omissions by the Owner of the DesCor Property or its employees or agents, or the negligent maintenance, construction, or dangerous condition of the DesCor Property; and (b) the Owner of the County Property shall defend, indemnify and hold the Owner of the DesCor Property and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by the Owner of the County Property or its employees or agents, or the negligent maintenance, construction or dangerous condition of the County Property.

11. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

If to DesCor:

DesCor Mariposa, LLC
3164 Gold Camp Drive, Suite 250
Rancho Cordova, CA 95670
Attn: Neal Cordeiro
Fax No. (916) 463-0195

If to County:

_____
_____
_____
_____

12. General Provisions.

12.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

12.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

12.6 Recording. A fully executed counterpart of this Reciprocal Easement and Shared Maintenance Agreement shall be recorded in the Office of the County Recorder of Mariposa County, California.

12.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

12.8 Arbitration.

a. Arbitrable Claims. To the fullest extent permitted by law, all disputes between the Owners relating in any manner whatsoever to this Agreement ("Arbitrable Claims") shall be resolved by arbitration.

b. Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. Notwithstanding the foregoing, either party may, at its option, seek injunctive relief. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING, WITHOUT LIMITATION,

ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

c. Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. The arbitrator shall have authority to award equitable relief, damages, costs and attorneys fees to the same extent that, but not greater than, a court would have. The fees of the arbitrator shall be split between both parties equally. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Agreement is void or unenforceable. The arbitrator shall be obligated to apply California law.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Signatures on next page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

DESCOR:

DESCOR MARIPOSA, LLC,
a California limited liability company

Dated: _____

By:_____
Neal Cordeiro, Manager

COUNTY:

THE COUNTY OF MARIPOSA, a political subdivision of the State of California

Dated:_____

By:_____
Chair, Board of Supervisors

ATTEST:

_____, CLERK OF
THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

_____

_____

Exhibit A

Legal Description of DesCor Property

Exhibit B

Legal Description of County Property

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Kim Ballard

RE: Proclaim the Month of October 2023 as "Breast Cancer Awareness Month" and October 20th as "Mammography Day"

RECOMMENDATION AND JUSTIFICATION

Proclaim the month of October, 2023 as "Breast Cancer Awareness Month" and 20 October as "Mammography Day". This proclamation will bring attention to breast cancer. Increasing the awareness of the impacts of both breast cancer and of early detection and intervention may lead to increased screening/mammography and decrease the burden of disease in the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously recognized this month as "Breast Cancer Awareness Month via proclamation and has recognized National Mammography Day

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Choose not to pass the proclamation and not recognize the impacts of breast cancer

FINANCIAL IMPACT

No financial impact

ATTACHMENTS

1. **October 2023 Breast Cancer Awareness Month**

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF OCTOBER and OCTOBER 20th, 2023

as

"Breast Cancer Awareness Month" and "Mammography Day"

WHEREAS October is Breast Cancer Awareness Month; and

WHEREAS October 20th is Mammography Day; and

WHEREAS, for women in the United States, breast cancer death rates are higher than those for any other cancer, besides lung cancer; and

WHEREAS breast cancer is the most commonly diagnosed cancer among American women, besides skin cancer; and

WHEREAS, around 18 women each year in Mariposa County are diagnosed each year; about a third of this women are not diagnosed until they are at an advanced stage of the disease; and the majority of these women are between the ages of 50 and 74; and

WHEREAS, death rates from breast cancer have been declining, and this decline is thought to be the result of treatment advances, earlier detection through screening, and increased awareness; and

WHEREAS, mammography, an x-ray of the breasts, can detect breast cancer up to two years before physical symptoms can be seen or felt; and



NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, do hereby proclaim October 2023 as **"BREAST CANCER AWARENESS MONTH"** and October 20th as **"MAMMOGRAPHY DAY"** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd Day of October 2023 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

Shannon Poe, District II Supervisor

MILES MENETREY, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-537

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Purchase of Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Purchase of Service Agreement Between Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) for Public Assistance Fraud Investigation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the MCSO for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigating allegations of public assistance fraud and other related crimes referred to the MCSO by the HHSA and the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved a Purchase of Services Agreement between HHSA and MCSO on August 23, 2022 through Resolution No. 2022-486.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the agreement increases the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Sheriff - Fraud Investigation Reimbursement Agmt 2023-2024 FINAL**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District II Supervisor Shannon Poe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

PURCHASE OF SERVICE AGREEMENT
AND PLAN OF COOPERATION AGREEMENT BETWEEN
SHERIFF OFFICE AND HEALTH AND HUMAN SERVICES AGENCY
OF MARIPOSA COUNTY
FOR THE INVESTIGATION OF CRIMES AGAINST THE
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER PUBLIC ASSISTANCE PROGRAMS

This Agreement is entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County Sheriff Office (MCSO). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the MCSO for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigate allegations of public assistance fraud and other related crimes referred to the MCSO by the HHSA and the public. In the event of a change in staffing, per State law; this agreement will be modified to reflect that change.

Article 1. Program Provisions — Sheriff Office

For the purpose of obtaining reimbursement for investigation costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation of fraud in other related public assistance investigations, the MCSO agrees to:

A. Establish and maintain a qualified public assistance fraud investigation unit which dedicates an average of 20 hours per week to these investigations.

B. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.

C. Continue a General Relief fraud investigation effort.

D. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

E. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The MCSO shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.

G. Refer to the District Attorney's office criminal charges against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.

H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable program of CalWORKs, CFP, and other related public assistance fraud control.

I. Maintain statistical records necessary to provide required reports to CDSS on a

timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.

J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

K. Provide required salary and benefit information to HHSA, ensuring fiscal claiming requirements can be met in a timely manner. Involved MCSO staff must complete time studies with respective payroll certification in the Enterprise Resource Planning System. HHSA staff will provide training on the Oracle time study process if needed.

Article 2. Program Provisions — HHSA

For the purpose of maintaining an effective investigation unit housed with the Sheriff Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, HHSA agrees to:

A. Provide MCSO staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.

B. Provide MCSO staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

C. Provide overpayment/over issuance computations in all cases of alleged fraud within 30 days after the MCSO Investigator has submitted a request for computation.

D. Review all referrals received through the DA's Welfare Fraud Hot Line against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.

E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.

F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.

G. Provide MCSO personnel with office space at HHSA district locations in accordance with County office space standards, to allow MCSO personnel to carry out their job functions.

Article 3. Fiscal Provisions

HHSA will provide cost reimbursement for MCSO activities pursuant to this agreement by way of a payroll action form allocating 50% of the investigator’s salary and benefit costs to the Social Services budget.

Article 4. Mutual Responsibilities

Designate one management level person in both the HHSA and MCSO Office to serve as liaison for the implementation, operation and evaluation of this agreement.

Article 5. General Provisions

A. The term of this agreement is from July 1, 2023 through June 30, 2024 and may be renegotiated or extended at the end of the year. A copy of a renegotiated or new agreement shall be sent to the CDSS Fraud Bureau.

B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.

C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the MCSO agrees to comply with the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws. The MCSO shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The MCSO shall take whatever steps are necessary to fulfill the requirements of this section.

Article 7. Confidentiality Statement

California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services or any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this ____ day of _____, 2023

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Joe Lynch, Director Mariposa County Health and Human Services Agency	Jeremy Briese, Sheriff Mariposa County Sheriff Office
Miles Menetrey, Chair Board of Supervisors	Steven W. Dahlem County Counsel
Danielle Bondshu Clerk of the Board	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-538

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Transferring Funds Within the Assistance Payments Department 506 and Social Services 501 Budgets for Fiscal Year 2023 to Pay Expenses Through Year End ($750,000)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Assistance Payments Department 506 and Social Services 501 Budgets for Fiscal Year 2023 to Pay Expenses Through Year End ($750,000)(4/5ths Vote Required).

This budget action increases Assistance Payments Department 506 Realignment transfer-out appropriations and decreases excess Miscellaneous Expense appropriations. The budget action increases the associated transfer-in revenue in Social Services fund 501 and increases the contracted services appropriation. Administrative expenses have exceeded the estimated budget for FY22-23, and miscellaneous expenses have been less than estimated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected social services funds for FY22-23.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. FY2023 End of the year Department 506 Budget Action #1 20230911

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3433	506	60201	Miscellaneous Expense			750,000
3433	506	80111	Transfer out		750,000	
1001	501	49101	Transfer in		(750,000)	
1001	0501	60519	Contracted Services		750,000	
				TOTALS	750,000	750,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 9/12/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-547

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Agreement No. 23-30096 with the Department of Health Care Services in the Amount of $2,414,000 for Substance Use Disorder Treatment Services Covered Under 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 Department of Health Care Services in the Amount of $2,414,000 for Substance Use Disorder Treatment Services Covered Under Drug Medi-Cal Organized Delivery System (DMC-ODS); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement provides the authorization and revenue to operate the County's substance abuse prevention and treatment services. The Agreement sets forth the terms and conditions under which the services must be provided.

This Agreement is subject to ongoing amendments by the State. Funding to provide County Alcohol and Drug services is contingent upon approval of this Agreement and subsequent amendments issued by DHCS.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the previous multi-year contract with the State Department of Health Care Services (DHCS) on October 3, 2017 by resolution 2017-670, and the contract was amended two times.

Amendment 17-94082 A01 to the 2017-2020 Contract with DHCS was approved by the Board on March 26, 2019 by Resolution 2019-155.

Amendment 17-94082 A02 to the 2017-2020 Contract with DHCS was approved by the Board on December 10, 2019 by Resolution 2019-691.

Agreement 20-10184 Contract with DHCS was approved by the Board on November 17, 2020 by Resolution 2020-670.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, DHCS will discontinue funding for County Alcohol and Drug programs.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. 23-30096 County of Mariposa - External Packet

VOTE RESULT:

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

SCO ID: 4260-2330096

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30096	

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, 2023

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
$2,414,000.00 (Two Million, Four Hundred Fourteen Thousand 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	4
Exhibit A, Attachment I	Program Specifications	198
Exhibit B	Budget Detail and Payment Provisions	10
Exhibit B, Attachment I	Funding Amounts	1
Exhibit C *	General Terms and Conditions	GTC 4/2017
Exhibit D(F)	Special Terms and Conditions- Notwithstanding provision 4.g. which does not apply to this agreement.	41
Exhibit E	Additional Provisions	4
Exhibit F	HIPAA Business Associate Addendum	10

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

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 4260-2330096

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30096	

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) W&I Code 14184.102(e)		

Exhibit A
Scope of Work

1. Service Overview

This Intergovernmental Agreement (hereinafter referred to as Agreement) is entered into by and between the California Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, Sections 14021.51–14021.53 and 14124.20–14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), Part 438 of the Code of Federal Regulations, and the Special Terms and Conditions of the DMC-ODS waiver.

It is further agreed this Agreement is controlled by applicable provisions of: (a) W&I Code, Division 9, Part 3, Chapter 7, Sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, *et seq.* and (b) Division 4 of Title 9 of the California Code of Regulations.

It is understood and agreed that nothing contained in this Agreement shall be construed to impair the single state agency authority of DHCS.

The objective of this Agreement is to make DMC-ODS services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by DMC providers.

2. Service Location

The services shall be performed at facilities in the County of Mariposa.

3. Service Hours

The services shall 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 Agreement will be:

Department of Health Care Services	**County of Mariposa**
Contract/Grant Manager: Donnie Boyett	Shannon Gadd, Director
Telephone: (209) 261-0085 Fax: (916) 322-1176 Email: Donnie.Boyett@dhcs.ca.gov	Telephone: (209) 742-0922 Fax: (209) 742-8251 Email: SGadd@mariposacounty.org

Exhibit A
Scope of Work

Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros Mail Station Code 2702 1500 Capitol Avenue Sacramento, CA 95814 Telephone: (916) 713-8557 Fax: (916) 322-1176 Email: Scott.Oros@dhcs.ca.gov	Shannon Gadd, Director Mariposa County Health and Human Services Agency 5362 Lemee Lane, Mariposa, CA 95338 Telephone: (209) 742-0922 Fax: (209) 742-8251 Email: SGadd@mariposacounty.org

B. 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 Agreement.

5. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement 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), regulations 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.

6. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

7. Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If 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 should 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 included the cost of performing that work in its payments to Contractor, 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.

8. 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 will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. Reference Documents

All DMC-ODS documents incorporated by reference into this Agreement may not be physically attached to the Agreement, but can be found at DHCS' website: https://www.dhcs.ca.gov/provgovpart/Pages/DMC-ODS-Contracts.aspx.

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Practice Guidelines

Document 1J: Attachment Y of the DMC-ODS Special Terms and Conditions

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

Document 1P: Alcohol and/or Other Drug Program Certification Standards

Document 1V: Youth Treatment Guidelines

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Exhibit A

Scope of Work

Document 2G Drug Medi-Cal Billing Manual

Document 2L(a): Good Cause Certification (6065A)

Document 2L(b): Good Cause Certification (6065B)

Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement

Document 2P(a): DMC-ODS Cost Report Excel Workbook

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

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

Document 3J: CalOMS Treatment Data Collection Guide

Document 3S CalOMS Treatment Data Compliance Standards

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

Document 4F : Drug Medi-Cal (DMC) MC # 5312 Services Quarterly Claim for Reimbursement of County Administrative Expenses

Document 5A : Confidentiality Agreement

Exhibit A, Attachment I
Program Specifications

I. Preamble

A. This Intergovernmental Agreement (hereinafter referred to as Agreement) is entered into by and between the Department of Health Care Services (hereinafter referred to as DHCS, The Department, or the state) and the Contractor for the purpose of identifying and providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in the Contractor's service area pursuant to sections 14021.51–14021.53, 14124.20–14124.25, 14184.100 *et seq.* of the Welfare and Institutions Code (hereinafter referred to as W&I Code), Part 438 of the Code of Federal Regulations (hereinafter referred to as 42 CFR 438); Behavioral Health Information Notice (BHIN) 23-001.

B. The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Agreement to eligible Medi-Cal individuals who reside within the Contractor's county borders. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statue, regulation, or BHIN.

C. It is further agreed this Agreement is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, sections 14000, et seq., in particular, but not limited to, sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., 14184.100 *et seq.*, and (b) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Cal. Code Regs., tit. 9).

D. It is understood and agreed that nothing contained in this Agreement shall be construed to impair the single state agency authority of DHCS.

E. The objective of this Agreement is to make DMC-ODS services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act (hereinafter referred to as the Act) for reimbursable covered services rendered by enrolled DMC providers.

F. DMC-ODS services shall be provided through a Prepaid Inpatient Health Plan (PIHP) as defined in 42 CFR §438.2.

G. This Agreement requires the Contractor to ensure the availability and accessibility of adequate numbers of facilities, service locations, service sites, and professional, allied, and supportive personnel to provide medically necessary services, and ensure the authorization of services for urgent conditions. The DMC-ODS provides for automatic mandatory enrollment of all Medi-Cal beneficiaries in the single PIHP operating in the county in which the beneficiary resides. PIHPs in a very small county or in any one geographic area may have a limited number of providers for a particular service. Except as required by 42 CFR §§438.62 and 438.206(b)(4), the Contractor is not obligated to subcontract with additional providers to provide more choices for an individual beneficiary.

II. Federal Requirements

A. Waived and Inapplicable Federal Requirements

1. The Contractor is operating as a nonrisk PIHP. Accordingly, the provisions of 42 CFR §438 and other regulations are identified as inapplicable to the DMC-ODS on pages 15-16 of the California Advancing & Innovating Medi-Cal (CalAIM) 1915(b) Waiver (Waiver Control # CA 17.R10) Approved Application, and are not applicable to this Agreement.
2. Under DMC-ODS, free choice of providers is restricted. That is, beneficiaries enrolled in this program shall receive DMC-ODS services through the Contractor, operating as a PIHP. Based on this service delivery model, the Department has requested, and Centers for Medicare & Medicaid Services (CMS) has granted approval to waive certain 42 CFR Part 438 provisions identified on pages 12-15 of the CalAIM 1915(b) Waiver Approved Application.

B. General Provisions

1. Standard Contract Requirements (42 CFR §438.3).
    i. CMS shall review and approve this Agreement.
    ii. Enrollment discrimination is prohibited.
        a. The Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction (unless authorized by CMS), up to the limits set under this Agreement.
        b. Enrollment is mandatory.

c. The Contractor shall not, based on health status or need for health care services, discriminate against individuals eligible to enroll.
d. The Contractor shall follow all Federal and State civil rights laws. The Contractor shall not unlawfully discriminate, exclude people, or treat them differently, on any ground 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.
e. The Contractor will not use any policy or practice that has the effect of discriminating on the basis of 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.
f. The Contractor shall provide information on how to file a Discrimination Grievance with:
    i. The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
    ii. 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.

iii. Services that may be covered by the Contractor.
a. The Contractor may cover, for beneficiaries, services that are in addition to those covered under the State Plan as follows:

i. Any services that the Contractor voluntarily agrees to provide.
ii. Any services necessary for compliance by the Contractor with the parity requirements set forth in 42 CFR §438.900 et. al and only to the extent such services are necessary for the Contractor to comply with 42 CFR §438.910.

iv. Compliance with applicable laws and conflict of interest safeguards.
   a. The Contractor shall comply with all applicable Federal and state laws and regulations including:
      i. Title VI of the Civil Rights Act of 1964.
      ii. Title IX of the Education Amendments of 1972 (regarding education programs and activities).
      iii. The Age Discrimination Act of 1975; the Rehabilitation Act of 1973.
      iv. The Americans with Disabilities Act of 1990 as amended.
      v. Section 1557 of the Patient Protection and Affordable Care Act.
   b. The Contractor shall comply with the conflict of interest safeguards described in 42 CFR §438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent contractors.
   c. Provider-preventable condition requirements:
      i. 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.

ii. The Contractor shall not make payments to a provider for provider-preventable conditions that meet the following criteria:
    1. Is identified in the State Plan.
    2. 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.
    3. Has a negative consequence for the beneficiary.
    4. Is auditable.

iii. The Contractor shall use and submit the report using the DHCS Drug Medi-Cal Organized Delivery System Provider Preventable Conditions (PPC) 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

v. Inspection and audit of records and access to facilities.

a. The Department, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted. The right to audit under this section exists for ten years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

vi. Subcontracts.
   a. All subcontracts shall fulfill the requirements or activity delegated under the subcontract in accordance with 42 CFR §438.230.
   b. The Contractor shall require that subcontractors not bill beneficiaries for covered services under a contractual, referral, or other arrangement with the Contractor 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)).

vii. Choice of network provider.
   a. The Contractor shall allow each beneficiary to choose their network provider to the extent possible and appropriate.

viii. Audited financial reports.
   a. The Contractor shall submit audited financial reports specific to this Agreement on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

ix. Recordkeeping requirements.

a. The Contractor shall retain, and require subcontractors to retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR §438.416, and the data, information, and documentation specified in 42 CFR §§438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years.

2. Information Requirements (42 CFR §438.10).
   i. Basic Rules
      a. The Contractor shall provide all required information in this section to beneficiaries and potential beneficiaries in a manner and format that may be easily understood and is readily accessible by such beneficiaries and potential beneficiaries.
   ii. The Department shall operate a website that provides the content, either directly or by linking to the Contractor's website.
   iii. For consistency in the information provided to beneficiaries, the Contractor shall use:
      a. The Department developed definitions for managed care terminology, including appeal, emergency medical condition, excluded services, grievance, health insurance, hospitalization, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, prescription drugs, primary care physician, primary care provider, provider, rehabilitation services, and urgent care.
      b. The Department developed model beneficiary handbooks and beneficiary notices.
   iv. The Contractor shall provide the required information in this section to each beneficiary.
   v. Beneficiary information required in this section may not be provided electronically by the Contractor unless all the following are met:
      a. The format is readily accessible.

b. The information is placed in a location on the Department or the Contractor's website that is prominent and readily accessible.
c. The information is provided in an electronic form, which can be electronically retained and printed.
d. The information is consistent with the content and language requirements of this section.
e. The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within five business days.

vi. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan.

vii. The Contractor shall comply with all requirements set forth under 42 CFR §438.10(d) and Article II.K of this Agreement.

viii. Information for potential beneficiaries.
a. The Contractor shall provide the information specified in this section to each potential beneficiary, either in paper or in electronic format, at the time that the potential beneficiary is first required to enroll in the Contractor's program.
b. The information for potential beneficiaries shall include, at a minimum, all the following:
i. The basic features of managed care.
ii. Which populations are subject to mandatory enrollment and the length of the enrollment period.
iii. The service area covered by the Contractor.
iv. Covered benefits including:
1. Which benefits are provided by the Contractor.
2. Which, if any, benefits are provided directly by the Department.
v. The provider directory and formulary information.

vi. The requirements for each Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 CFR §438.68.
vii. The Contractor's entities responsible for coordination of beneficiary care.
viii. To the extent available, quality and performance indicators for the Contractor, including beneficiary satisfaction.

ix. Information for all beneficiaries of the Contractor.
   a. The Contractor shall make a good faith effort to give written notice of termination of a subcontracted provider, within 15 calendar days after receipt or issuance of the termination notice, to each beneficiary who received their primary care from, or was seen on a regular basis by, the terminated provider.

x. Beneficiary handbook.
   a. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request (BHIN 22-060).
   b. The Contractor shall ensure that the handbook includes the current toll- free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week (BHIN 22-060).
   c. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:
      i. Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).
      ii. 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)).

1. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).
2. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv)).
3. Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).
4. The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).
5. Cost sharing, if any, consistent with the State Plan. (42
6. C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18).
7. Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).
8. The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x)).

9. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
    i. The right to file grievances and appeals;
        a. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.
    ii. The requirements and timeframes for filing a grievance or appeal;
    iii. The availability of assistance in the filing process;

iv. The right to request a State Hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;

v. The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for State Hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi)).

10. How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
11. 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)).
12. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv)).
13. Information on how to report suspected fraud or abuse. (42 C.F.R § 438.10(2)(xv)).

14. Additional information that is available upon request, includes the following:
    i. Information on the structure and operation of the Contractor.
    ii. Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3)).

d. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).
e. Consistent with 42 Code of Federal Regulations part 438.10(g)(3), BHIN 22-060 and the handbook must be provided to each beneficiary at the time the beneficiary first accesses services. The handbook will be considered provided if the Contractor:
    i. Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
    ii. Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
    iii. Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
    iv. Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information.

xi. Provider Directory.
  a. The Contractor shall make available in electronic form and, upon request, in paper form, the following information about its network providers:
    i. The provider's name as well as any group affiliation.
    ii. Street address(s).
    iii. Telephone number(s).
    iv. Email address(es), as appropriate.
    v. Website URL, as appropriate.
    vi. Services/modalities provided, including information about populations served.
    vii. Specialty, in terms of training, experience and specialization, including board certification as appropriate.
    viii. The provider's cultural capabilities (e.g., veterans, older adults, Transitional Age Youth, Lesbian, Gay, Bisexual, Transgender).
    ix. Whether the provider will accept new beneficiaries.
    x. The provider's capabilities including languages offered by the provider or a skilled medical interpreter at the provider's office and whether the provider has completed cultural competence training.
    xi. Whether the provider's office/facility has accommodations for people with physical disabilities, including offices, exam room(s) and equipment.
    xii. In addition to the information listed above, the provider directory must also include the following information for each rendering provider:
      1. Type of practitioner, as appropriate.
      2. National Provider Identifier number.

3. California license number and type of license.

b. The Contractor shall include the following provider types covered under this Agreement in the provider directory:
   i. Physicians, including specialists
   ii. Hospitals
   iii. Pharmacies
   iv. Behavioral health providers

c. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information.

d. Provider directories shall be made readily accessible on the Contractor's website in a machine-readable file and format as specified by the Secretary of Health and Human Services.

xii. Provider Directory Application Programming Interface (API)

a. The Contractor shall implement and maintain a publicly accessible standards-based Provider Directory API as described in 42 CFR section 431.70, and meet the same technical standards of the Patient Access API, excluding the security protocols related to user authentication and authorization. The Contractor is required to update the Provider Directory API no later than 30 calendar days after the Contractor receives the provider information, or is notified of a change.

b. The Contractor shall ensure the Provider Directory API include the following information about the Contractor's network providers for behavioral health providers, hospitals, and any other providers or facilities contracted for Medi-Cal covered services under this DMC- ODS Intergovernmental Agreement (IA):

i. Name of provider, medical group/foundation, independent physician/provider associations, or site as well as any group affiliation;
ii. National Provider Identifier number;
iii. Street address(es);
iv. All telephone numbers associated with the practice site;
v. Website URL for each service location or physician provider, as appropriate;
vi. Specialty, as applicable;
vii. Hours and days when each service location is open, including the availability of evening and/or weekend hours;
viii. Services and benefits available;
ix. Whether the provider will accept new beneficiaries;
x. Cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered by the provider or a skilled medical interpreter at the provider's office, and if the provider has completed cultural competence training;
xi. Whether the provider's office/facility has accommodations for people with physical disabilities, including offices, exam room(s), and equipment; and
xii. Telephone number to call the 24/7 access line.

c. If the Contractor is currently maintaining an electronic provider directory on its website as required by 42 CFR 438.10(h) and this IA, and are meeting the required provider directory data elements above, then the Contractor may transfer the information to the Provider Directory API. However, if any of the required data elements are missing from the electronic provider directory, the Contractor shall take appropriate steps to ensure the Provider Directory API includes all required data elements.

xiii. Formulary.

a. The Contractor shall make available in electronic or paper form, the following information about its formulary:
   i. Which medications are covered (both generic and name brand).
   ii. 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.

3. Provider Discrimination Prohibited (42 CFR § 438.12).

i. The Contractor shall not discriminate in the participation, 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.

ii. If the Contractor declines to include individual or groups of providers in its provider network, it shall give the affected providers written notice of the reason for its decision.

iii. In all contracts with network providers, the Contractor shall comply with the requirements specified in 42 CFR §438.214.

iv. This section may not be construed to:

a. Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries.

b. Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty.
c. Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries.

4. Requirements that Apply to American Indian and Alaska Native (AI/AN), Indian Health Care Providers (IHCPs), and Indian Managed Care Entities (IMCEs) (42 CFR §438.14; BHIN 23-001and BHIN 22-053).
   i. In order to receive reimbursement from a county or the state for the provision of DMC-ODS services (whether or not the IHCP is contracted with the Contractor), an IHCP shall be enrolled as a DMC provider and certified by DHCS to provide those services.
   ii. The Contractor shall demonstrate that there are sufficient IHCPs participating in the provider network to ensure timely access to DMC-ODS services available. The Contractor shall adhere to all 42 CFR 438.14 requirements.
   iii. The Contractor shall ensure contracts with DMC-certified IHCPs permit both AI/AN and non-AI/AN beneficiaries to obtain DMC-ODS services from the IHCPs. The Contractor shall reimburse DMC-certified IHCPs for the provision of DMC-ODS services to AI/AN Medi-Cal beneficiaries, even if the Contractor does not have a contract with the IHCP. The rates that the county must pay to an IHCP for services rendered by contracting IHCPs to non-AI/AN beneficiaries is the same as the rates paid for services rendered to AI/AN beneficiaries.
   iv. The Contractor shall pay DMC-certified IHCPs at rates consistent with the requirements of 42 CFR §438.14, the State Plan, and Department Information Notices and guidance.

v. The Contractor shall make payment to all DMC-certified IHCPs in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 CFR 447.45 and 447.46.

vi. The Contractor shall permit AI/AN beneficiaries to obtain services covered under this Agreement between the State and the Contractor from out-of-network DMC-certified IHCPs from whom the beneficiary is otherwise eligible to receive such services.

vii. If timely access to covered services cannot be ensured due to few or no DMC-certified IHCPs, the Contractor will be considered to have demonstrated that there are sufficient IHCPs participating in the Contractor's provider network to ensure timely access to services by permitting AI/AN beneficiaries to access out-of-state DMC-certified IHCPs.

viii. The Contractor shall permit an out-of-network DMC-certified IHCP to refer an AI/AN beneficiary to a network provider.

ix. All AI/AN Medi-Cal beneficiaries whose county of responsibility is a DMC-ODS county may choose to receive DMC-ODS services at any DMC-certified IHCP, whether or not the IHCP has a current contract with the beneficiary's county of responsibility and whether or not the IHCP is located in the beneficiary's county of responsibility. The Contractor shall reimburse DMC-certified IHCPs for the provision of these services to AI/AN Medi-Cal beneficiaries, even if the Contractor does not have a contract with the IHCP. The Contractor is not obligated to pay for services provided to non-AI/AN beneficiaries by IHCPs that are not contracted with the DMC-ODS County.

x. AI/AN individuals who are eligible for Medicaid and reside in counties that have opted into the DMC-ODS can also receive DMC-ODS services through IHCPs.

C. State Responsibilities

1. Conflict of Interest Safeguards (42 CFR §438.58).

i. The Department shall have in effect safeguards against conflict of interest on the part of Department and local officers and employees and agents of the Department who have responsibilities relating to this Agreement. These safeguards shall be at least as effective as the safeguards specified in section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423).

2. Prohibition of Additional Payments (42 CFR §438.60).
   i. The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this Agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV.
3. Continued Services to Beneficiaries (42 CFR §438.62).
   i. The Department shall arrange for Medicaid services to be provided without delay to any Medicaid beneficiary of the Contractor if this Agreement is terminated.
   ii. The Department shall have in effect a transition of care policy to ensure continued access to services during a transition from Fee-For-Service (FFS) to the Contractor or transition from one Contractor to another when a beneficiary, in the absence of continued services, would suffer serious detriment to their health or be at risk of hospitalization or institutionalization.
   iii. The Contractor shall implement a transition of care policy consistent with the requirements of the Department's transition of care policy.
   iv. The Department shall make its transition of care policy publicly available and provide instructions on how beneficiaries and potential beneficiaries access continued services upon transition. At a minimum, the Contractor shall provide the transition of care policy to beneficiaries and potential beneficiaries in the beneficiary handbook and notices.
4. Beneficiary Support System (42 C.F.R. § 438.71(a)-(b))

i. The Department shall develop and implement a beneficiary support system that provides support to beneficiaries both prior to and after enrollment. The beneficiary support system must perform outreach to beneficiaries and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

5. State Monitoring Requirements (42 CFR §438.66).
   i. The Department shall have in effect a monitoring system for the Contractor.
   ii. The Department's monitoring system is outlined in Article III.KK of this Agreement.
   iii. The Department shall use data collected from its monitoring activities to improve the performance of the Contractor. That data shall include, at minimum:
      a. Beneficiary grievance and appeal logs.
      b. Provider complaint and appeal logs.
      c. Findings from the State's External Quality Review process.
      d. Results from any beneficiary or provider satisfaction survey conducted by the State or the Contractor.
      e. Performance on required quality measures.
      f. Medical management committee reports and minutes.
      g. The annual quality improvement plan for the Contractor.
      h. Customer service performance data submitted by the Contractor and performance data submitted by the beneficiary support system.

iv. The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with W&I Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of W&I Code § 14197.7.

6. Network Adequacy Standards (42 CFR §438.68).
   i. The Contractor shall adhere to, in all geographic areas within the county, all applicable time or distance standards for network providers, including those set forth in W&I Code section 14197 and any Information Notices issued pursuant to that section.
      a. Pursuant to W&I Code section 14197(d)(1)(A), the Contractor shall ensure that all beneficiaries seeking outpatient and intensive outpatient (non-NTP) services be provided with an appointment within ten business days of a non-NTP service request.
      b. Pursuant to W&I Code section 14197(d)(3), the Contractor shall ensure that all beneficiaries seeking NTP services are provided with an appointment within three business days of a service request.
      c. If the Contractor cannot meet the time or distance standards set forth in this section, the Contractor shall submit a request for alternative access standards to the Department.
      d. Pursuant to W&I Code section 14197(d)(1)(A), under Health and Safety Code (H&S Code) section 1367.03, commencing on January 1, 2022 unless otherwise specified, the Contractor shall:

i. Provide or arrange for the provision of covered substance use disorder services in a timely manner appropriate for the nature of the beneficiary's condition consistent with good professional practice (H&S Code section 1367.03(a)(1)).
ii. Establish and maintain provider networks, policies, procedures, and quality assurance monitoring systems and processes sufficient to ensure compliance with this clinical appropriateness standard (H&S Code section 1367.03(a)(1)).
iii. Ensure that all plan and provider processes necessary to obtain covered substance use disorder services, including, but not limited to, prior authorization processes, are completed in a manner that assures the provision of covered substance use disorder services to a beneficiary in a timely manner appropriate for the beneficiary's condition and in compliance with H&S Code section 1367.03 (H&S Code section 1367.03(a)(2)).
iv. Ensure that, if it is necessary for a provider or a beneficiary to reschedule an appointment, the appointment is promptly rescheduled in a manner that is appropriate for the beneficiary's health care needs, and ensures continuity of care consistent with good professional practice, and consistent with H&S Code section 1367.03 and the regulations adopted thereunder (H&S Code section 1367.03(a)(3)).

v. Ensure that interpreter services required by H&S Code section 1367.04 of and Cal. Code Regs., tit. 28, § 1300.67.0428 are coordinated with scheduled appointments for covered substance use disorder services in a manner that ensures the provision of interpreter services at the time of the appointment without imposing delay on the scheduling of the appointment (H&S Code section 1367.03(a)(4)).

vi. Ensure a non-urgent appointment with a non-physician substance use disorder provider within ten business days of the request for the appointment (H&S Code section 1367.03(a)(5)(E)), except under the following circumstances:

1. The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the beneficiary's health (H&S Code section 1367.03(a)(5)(H)).

2. Preventive care services and periodic follow-up care, including standing referrals to specialists for chronic conditions, periodic office visits to monitor and treat pregnancy, cardiac, mental health, or substance use disorder conditions, and laboratory and radiological monitoring for recurrence of disease, may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice (H&S Code section 1367.03(a)(5)(I)).

vii. Ensure that, commencing July 1, 2022, non-urgent follow up appointments with a non-physician substance use disorder provider: within ten business days of the prior appointment for those undergoing a course of treatment for an ongoing substance use disorder condition (H&S Code section 1367.03(a)(5)(F)), except under the following circumstance:

1. The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of their practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the

beneficiary's health (H&S Code section 1367.03(a)(5)(H)).

viii. Ensure it has sufficient numbers of contracted providers to maintain compliance with the standards established by H&S Code section 1367.03 (H&S Code section 1367.03(a)(7)).

ix. Arrange for the coverage outside the Contractor's network in accordance with subdivision H&S Code section 1374.72(d) to ensure timely access to medically necessary covered substance use disorder services that are not available in network within the geographic and timely access standards set by law or regulation (H&S Code section 1367.03(a)(7)(B)).

x. Arrange for the provision, 24 hours per day, 7 days per week, of triage or screening services by telephone, as defined in H&S Code section 1367.03(e) and in accordance with the requirements set forth in H&S Code section 1367.03(a)(8).

xi. Ensure that, during normal business hours, the waiting time for a beneficiary to speak by telephone with a plan customer service representative knowledgeable and competent regarding the beneficiary's questions and concerns shall not exceed ten minutes (H&S Code section 1367.03(a)(10).

xii. Ensure that contracting providers and employees are not prevented, discouraged, or disciplined for informing a beneficiary about the timely access standards (H&S Code section 1367.03(d)).

xiii. Shall comply with the requirements under H&S Code sections 1367.03(f)(1) and 1367.03(f)(2).

e. Pursuant to W&I Code section 14197(e), the Department may grant requests for alternative access standards if the Contractor has exhausted all other reasonable options to obtain providers to meet the applicable standard or if the Department determines that the Contractor has demonstrated that its delivery structure is capable of delivering the appropriate level of care and access.
    i. The Contractor shall include a description of the reasons justifying the alternative access standards.
        1. Requests for alternative access standards shall be approved or denied on a zip code and service type basis.

f. Pursuant to W&I Code section 14197(f)(3), the Contractor shall submit a description on how they intend to arrange for beneficiaries to access covered services if the provider is located outside of the time or distance standards. Requests for alternative access standards may include seasonal considerations (e.g. winter road conditions), when appropriate. Furthermore, the Contractor shall include an explanation about gaps in the county's geographic service area, including information about uninhabitable terrain within the county (e.g., desert, forestland), as appropriate. The use of clinically appropriate telecommunications technology may be considered in determining compliance with the applicable standards established in W&I Code section 14197(e) and other guidance or BHINs issued by DHCS and/or for approving an alternative access request.

g. DHCS will make a decision to approve or deny the request within 90 days of submission by the Contractor. DHCS may stop the 90-day timeframe, on one or more occasions as necessary, in the event of an incomplete submission or to obtain additional information from the Contractor (W&I Code section 14197(e)(3)).
h. If the Contractor does not comply with the applicable standards at any time, DHCS may impose additional corrective actions, including sanctions, special requirements, probationary or corrective actions, or any other actions deemed necessary to ensure compliance.
i. Sanctions shall be imposed in accordance with guidance issued in accordance with W&I Code section 14197.7 (d)-(f) by the Department.

ii. The Department shall monitor beneficiary access to each provider type on an ongoing basis and communicate the findings to CMS in the managed care program assessment report required under 42 CFR §438.66.

D. Beneficiary Rights and Protections

1. Beneficiary Rights (42 CFR §438.100).
   i. The Contractor shall have written policies guaranteeing the beneficiary's rights specified in 42 CFR 438.100.
   ii. The Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights, and ensures that its employees and subcontracted providers observe and protect those rights.
   iii. Specific rights.
      a. The Contractor shall ensure that its beneficiaries have the right to:
         i. Receive information regarding the Contractor's PIHP and plan in accordance with 42 CFR §438.10.
         ii. Be treated with respect and with due consideration for their dignity and privacy.

iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.
iv. Participate in decisions regarding their health care, including the right to refuse treatment.
v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion.
vi. If the privacy rule, as set forth in 45 CFR parts 160 and 164 subparts A and E, applies, request and receive a copy of their medical records, and request that they be amended or corrected, as specified in 45 CFR § 164.524 and 164.526.

b. The Contractor shall ensure that its beneficiaries have the right to be furnished health care services in accordance with 42 CFR §§438.206 through 438.210.

iv. Free exercise of rights.
a. The Contractor shall ensure that each beneficiary is free to exercise their rights, and that the exercise of those rights does not adversely affect the way the Contractor and its network providers treat the beneficiary.

v. Compliance with other Federal and state laws.
a. The Contractor shall comply with any other applicable Federal and state laws, including, but not limited to:
i. Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.
ii. The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
iii. The Rehabilitation Act of 1973.
iv. Title IX of the Education Amendments of 1972 (regarding education programs and activities).

v. Titles II and III of the Americans with Disabilities Act.
vi. Section 1557 of the Patient Protection and Affordable Care Act.

2. Provider-Beneficiary Communications (42 CFR §438.102).
   i. The Contractor shall not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary who is their patient, for the following:
      a. The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
      b. Any information the beneficiary needs to decide among all relevant treatment options.
      c. The risks, benefits, and consequences of treatment or non-treatment.
      d. The beneficiary's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
3. Liability for Payment (42 CFR §438.106).
   i. The Contractor shall ensure that its beneficiaries are not held liable for any of the following:
      a. The Contractor's debts, in the event of the Contractor's insolvency.
      b. Covered services provided to the beneficiary, for which:
         i. The state does not pay the Contractor; or
         ii. The Contractor or the Department does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.

c. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the Contractor covered the services directly.

E. Contractor Standards as a PIHP

1. Availability of Services (42 CFR §438.206).
   i. The Contractor shall ensure that all services covered under the State Plan are available and accessible to its beneficiaries in a timely manner. The Contractor's provider networks for services covered under this Agreement shall meet the standards developed by the Department in accordance with 42 CFR §438.68.
   ii. The Contractor shall, consistent with the scope of its contracted services, meet the following requirements:
      a. Maintain and monitor a network of appropriate providers that is supported by written agreements and is sufficient to provide adequate access to all services covered under this Agreement for all beneficiaries, including those with limited English proficiency or physical or mental disabilities.
      b. Provide for a second opinion from a network provider, or arrange for the beneficiary to obtain one outside the network, at no cost to the beneficiary.
      c. If the provider network is unable to provide necessary services, covered under this Agreement, to a particular beneficiary, the Contractor shall adequately and timely cover these services out-of-network for the beneficiary, for as long as the Contractor's provider network is unable to provide them.
      d. Require out-of-network subcontracted providers to coordinate with the Contractor for payment and ensure the cost to the beneficiary is no greater than it would be if the services were furnished within the network.

e. Demonstrate that its network providers are credentialed as required by 42 CFR §438.214.

iii. The Contractor shall comply with the following timely access requirements:
   a. Meet and require its network providers to meet Department standards for timely access to care and services, taking into account the urgency of the need for services.
   b. Ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if the provider serves only Medicaid beneficiaries.
   c. Make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
   d. Establish mechanisms to ensure compliance by network providers.
   e. Monitor network providers regularly to determine compliance.
   f. Take corrective action if there is a failure to comply by a network provider.

iv. Access and cultural considerations
   a. The Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of sex.

v. Accessibility considerations
   a. The Contractor shall ensure that its network providers provide physical access, reasonable accommodations, and accessible equipment for Medicaid beneficiaries with physical or mental disabilities.

2. Assurances of Adequate Capacity and Services (42 CFR §438.207).
    i. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates that it has the capacity to serve the expected enrollment in its service area in accordance with the Department's standards for access and timeliness of care under this part, including the standards at 42 CFR §438.68 and 42 CFR §438.206(c)(1).
    ii. The Contractor shall submit documentation to the Department to demonstrate that it complies with the following requirements:
        a. Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
        b. Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area.
    iii. The Contractor shall submit network adequacy documentation to the Medi-Cal Behavioral Health Division (MCBHD) via DHCS' established method of submitting documentation:
        a. Upon entering into this Agreement with the Department.
        b. On an annual basis, at a date determined by the Department and communicated to Contractor with at least 60 days notice.
        c. Within ten business days of a significant change in the Contractor's operations that would affect the adequacy and capacity of services, including composition of the Contractor's provider network.
        d. As requested by the Department.

iv. The Contractor's failure to submit network adequacy documentation in a timely manner shall subject the Contractor to sanction as described in Article II.C.5.iv of this Agreement.

v. Upon receipt of the Contractor's network adequacy documentation, the Department shall either certify the Contractor's network adequacy documentation or inform the Contractor that its documentation does not meet applicable time or distance standards, or Department approved alternate access standard.

vi. Upon receipt of the Department's determination that the Contractor does not meet the applicable time or distance standards, or a DHCS approved alternate access standard, the Contractor shall submit a Corrective Action Plan (CAP) for approval to DHCS that describes action steps that the Contractor will immediately implement to ensure compliance with applicable network adequacy standards within the Department's approved timeframe.

vii. The Contractor shall submit updated network adequacy documentation as requested by the Department.

viii. If the Department determines that the Contractor does not comply with the applicable standards at any time, the Department may require a CAP, sanctions, or any other actions deemed necessary by the Department to ensure compliance with network adequacy standards.

a. Sanctions shall be imposed in accordance with guidance issued in accordance with W&I Code section 14197.7 (d)-(f) by the Department.

3. Coordination and Continuity of Care (42 CFR §438.208).

i. The Contractor shall comply with the care and coordination requirements of this section.

ii. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. These procedures shall meet Department requirements and shall do the following:

a. Ensure that each beneficiary has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity.
b. Coordinate the services the Contractor furnishes to the beneficiary:
    i. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    ii. With the services the beneficiary receives from any other managed care organization.
    iii. With the services the beneficiary receives in FFS Medicaid.
    iv. With the services the beneficiary receives from community and social support providers.
c. Share with the Department or other managed care organizations serving the beneficiary, the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities.
d. Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards.
e. Ensure that in the process of coordinating care, each beneficiary's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

4. Coverage and Authorization of Services (42 CFR §438.210).

i. The Contractor shall furnish medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid, as set forth in 42 CFR §440.230, and for beneficiaries under the age of 21, as set forth in 42 CFR §441, subpart B.

ii. The Contractor:
   a. Shall ensure that the medically necessary services provided are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.
   b. Shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary service solely because of diagnosis, type of illness, or condition of the beneficiary.

iii. The Contractor shall limit services in accordance with the criteria established under the State Plan, including medical necessity. The Contractor may place appropriate limits on a service for the purpose of utilization control, provided that:
   a. The services furnished can reasonably achieve their purpose.
   b. The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the beneficiary's ongoing need for such services and supports.

iv. Authorization of services.
   a. The Contractor and its subcontractors shall have in place, and follow, written authorization policies and procedures.
   b. The Contractor shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions.
   c. The Contractor shall consult with the requesting provider for medical services when appropriate.

d. Any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, shall be made by an individual who has appropriate expertise in addressing the beneficiary's medical and behavioral health.
e. Notice of Adverse Benefit Determination (NOABD).
    i. The Contractor shall notify the requesting provider, and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The beneficiary's notice shall meet the requirements of 42 CFR §438.404.

v. Standard authorization decisions.
    a. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires, not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:
        i. The beneficiary, or the provider, requests extension.
        ii. The Contractor justifies (to the Department, upon request) a need for additional information and how the extension is in the beneficiary's interest.

vi. Expedited authorization decisions.

a. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires, and no later than 72 hours after receipt of the request for service.
b. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department, upon request) a need for additional information and how the extension is in the beneficiary's interest.

vii. Compensation for utilization management activities.
a. Consistent with 42 CFR §438.3(i) and 42 CFR §422.208, compensation to individuals or entities that conduct utilization management activities shall not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary.

5. Provider Selection (42 CFR §438.214).
i. The Contractor shall implement written policies and procedures for selection and retention of network providers and the implemented policies and procedures, at a minimum, meet the following requirements:
a. Credentialing and re-credentialing requirements.
i. The Contractor shall follow the state's established uniform credentialing and re-credentialing policy that addresses behavioral, and substance use disorders, outlined in DHCS Information Notice 18-019.
ii. The Contractor shall follow a documented process for credentialing and re-credentialing of network providers.

b. Nondiscrimination.
    i. The Contractor's network provider selection policies and procedures, consistent with 42 CFR §438.12, shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.
c. Excluded providers.
    i. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b)).
    ii. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the DMC-ODs Network Provider 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)).

iii. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

d. Additional Department requirements.

i. The Contractor shall comply with any additional requirements established by the Department.

6. CMS Interoperability Rule

i. The Contractor shall implement and maintain a secure, standards-based Patient Access API and a publicly accessible, standards-based Provider Directory API that can connect to mobile applications and be available through a public-facing digital endpoint on each Contractor's website.

ii. The Contractor must also comply with 42 Code of Federal Regulations (CFR) 438.242, 45 CFR 170.215, the provider directory information requirements specified in 42 CFR 438.10, and the public reporting and information blocking components of the CMS Interoperability Rule 45 CFR Part 171.

iii. The Contractor shall implement and maintain a Patient Access API that can connect to provider electronic health records and practice management systems, in accordance with requirements specified at 42 CFR section 431.60. The Patient Access API shall permit third-party applications to retrieve, with the approval and at the direction of a beneficiary or beneficiary's authorized representative, data specified in guidance provided by the Department, including, but not limited to BHIN 22-068 through the use of common technologies and without special effort from the beneficiary.

iv. The Contractor shall make individual-level United States Core Data for Interoperability (USCDI) data that they maintain for dates of services on, or after, January 1, 2016, available to the beneficiary or their authorized representative as follows:
   a. Adjudicated claims data, including claim data for payment decisions that may be appealed, were appealed, or in the process of appeal, provider remittances, and beneficiary cost- sharing pertaining to such claims within one business day after a claim is processed.
   b. Clinical data, including diagnoses and related codes, and laboratory test results within one business day after receiving data from providers.
   c. Information about covered outpatient drugs and updates to such information, including formulary of prescription drugs, costs to the beneficiary, and preferred drug list information, if applicable within one business day after the effective date of any such information or updates to such information.
   d. Encounter data from providers compensated on the basis of risk-based capitation payments, as defined in 42 CFR 438.2 within one business day after receiving data from providers.
      i. If the Contractor does not reimburse providers using risk-based capitation payments, then Article II.E.5.iv.d of this Agreement does not apply.

v. In accordance with 42 CFR 431.60(f), the Contractor shall provide, in an easily accessible location on their public websites and/or through other appropriate mechanisms through which they ordinarily communicate with current and former Beneficiary seeking to access their health information, educational resources in non-technical, simple and easy-to-understand language explaining at a minimum:

a. General information on steps the Beneficiary may consider taking to help protect the privacy and security of their health information, including factors to consider in selecting an application including secondary uses of data, and the importance of understanding the security and privacy practices of any application to which they entrust their health information; and
b. An overview of which types of organizations or individuals are and are not likely to be Health Insurance Portability and Accountability Act of 1996 (HIPAA) covered entities, the oversight responsibilities of the Health and Human Services Office for Civil Rights (OCR) and the Federal Trade Commission (FTC), and how to submit a complaint to the OCR and FTC. Educational resources must be provided to beneficiaries according to the information requirements of CFR 438.10.

7. Confidentiality (42 CFR §438.224).
   i. For medical records and any other health and enrollment information that identifies a particular beneficiary, the Contractor shall use and disclose such individually identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E and 42 CFR Part 2, to the extent that these requirements are applicable.
8. Grievance and Appeal Systems (42 CFR §438.228).
   i. The Contractor shall have in effect, a grievance and appeal system that meets the requirements outlined in Article.II.G of this Agreement.
   ii. The Contractor shall be responsible for issuing any NOABD under 42 CFR Part 431, subpart E. The Department shall conduct random reviews of the Contractor and its providers and subcontractors to ensure that they are notifying beneficiaries in a timely manner.
9. Subcontractual Relationships and Delegation (42 CFR §438.230).

i. The requirements of this section apply to any contract or written arrangement that the Contractor has with any subcontractor.
ii. Notwithstanding any relationship(s) that Contractor may have with any subcontractor, the Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Agreement.
iii. All contracts or written arrangements between the Contractor and any subcontractor shall specify the following:
    a. The delegated activities or obligations, and related reporting responsibilities, are specified in the contract or written agreement.
    b. The subcontractor agrees to perform the delegated activities and reporting responsibilities specified in compliance with the Contractor's Agreement obligations.
    c. The contract or written arrangement shall either provide for revocation of the delegation of activities or obligations, or specify other remedies in instances where the Department or the Contractor determine that the subcontractor has not performed satisfactorily.
    d. The subcontractor agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.
    e. The subcontractor agrees:

i. The Department, CMS, the Health and Human Services (HHS) Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

ii. The subcontractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.

iii. The Department, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the subcontractor will exist through ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.

iv. If the Department, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

10. Practice Guidelines (42 CFR §438.236).

i. The Contractor shall adopt practice guidelines that meet the following requirements:

a. Are based on valid and reliable clinical evidence or a consensus of providers in the particular field.

b. Consider the needs of the Contractor's beneficiaries.

c. Are adopted in consultation with network providers.

d. Are reviewed and updated periodically as appropriate.

ii. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries.

iii. The Contractor shall ensure that all decisions for utilization management, beneficiary education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines.

11. Health Information Systems (42 CFR §438.242).

i. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data and can achieve the objectives of this part. The systems shall provide information on areas including, but not limited to, utilization, claims, and grievances and appeals.

ii. The Contractor shall comply with section 6504(a) of the Affordable Care Act.

iii. The Contractor shall collect data on beneficiary and provider characteristics as specified by the Department, and on all services furnished to beneficiaries through an encounter data system or other methods as may be specified by the Department.

iv. The Contractor shall ensure that data received from providers is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating.

b. Screening the data for completeness, logic, and consistency.

c. Collecting data from providers in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for Department Medicaid quality improvement and care coordination efforts.

v. The Contractor shall make all collected data available to the Department and upon request to CMS.

vi. The Contractor shall collect and maintain sufficient beneficiary encounter data to identify the provider who delivers any item(s) or service(s) to beneficiaries.

vii. The Contractor shall submit beneficiary encounter data to the Department, annually and upon request, as specified by CMS and the Department, based on program administration, oversight, and program integrity needs.

viii. The Contractor shall submit all beneficiary encounter data, including allowed amount and paid amount, that the Department is required to report to CMS under 42 CFR §438.818.

ix. The Contractor shall submit encounter data to the Department in standardized ASC X12N 837 and NCPDP formats, and the ASC X12N 835 format as appropriate.

F. Quality Measurement and Improvement External Quality Review

1. Quality Assessment and Performance Improvement Program (PIP) (42 CFR §438.330).

i. The Contractor shall establish and implement an ongoing comprehensive quality assessment and performance improvement program for the services it furnishes to its beneficiaries.

ii. After consulting with states and other stakeholders and providing public notice and opportunity to comment, CMS may specify performance measures and performance improvement projects (PIPs), which shall be included in the standard measures identified and PIPs required by the Department. The Department may request an exemption from including the performance measures or PIPs established under this section by submitting a written request to CMS explaining the basis for such request.

iii. The Contractor's comprehensive quality assessment and performance improvement program shall include at least the following elements:

a. Performance improvement projects.

b. Collection and submission of performance measurement.

c. Mechanisms to detect both underutilization and overutilization of services.

iv. The Department shall identify standard performance measures, including those performance measures that may be specified by CMS, relating to the performance of the Contractor.

v. Annually, the Contractor shall:
   a. Measure and report to the Department on its performance, using the standard measures required by the Department.
   b. Submit to the Department data, specified by the Department, which enables the Department to calculate Contractor's performance using the standard measures identified by the Department.
   c. Perform a combination of the activities described above.

vi. Performance improvement projects.
   a. The Contractor shall conduct performance improvement projects, including any performance improvement projects required by CMS that focus on both clinical and nonclinical areas.
   b. Each performance improvement project shall be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction, and shall include the following elements:
      i. Measurement of performance using objective quality indicators.
      ii. Implementation of interventions to achieve improvement in the access to and quality of care.
      iii. Evaluation of the effectiveness of the interventions based on the performance measures.
      iv. Planning and initiation of activities for increasing or sustaining improvement.

c. The Contractor shall report the status and results of each project conducted to the Department as requested, but not less than once per year.

2. Department Review of the Contractor's Accreditation Status (42 CFR §438.332).
   i. The Contractor shall inform the Department if it has been accredited by a private independent accrediting entity. The Contractor is not required to obtain accreditation by a private independent accrediting entity.
   ii. If the Contractor has received accreditation by a private independent accrediting entity, then the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
      a. Accreditation status, survey type, and level (as applicable).
      b. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings.
      c. Expiration date of the accreditation.
   iii. The Department shall:
      a. Make the accreditation status for the Contractor available on the website required under 42 CFR §438.10(c)(3), including whether the Contractor has been accredited and, if applicable, the name of the accrediting entity, accreditation program, and accreditation level.
      b. Update this information at least annually.

G. Grievance and Appeal System

1. General Requirements (42 CFR §438.402).
   i. The Contractor shall have a grievance and appeal system in place for beneficiaries.
   ii. The Contractor shall have only one level of appeal for beneficiaries.
   iii. Filing requirements:
      a. Authority to file.

i. A beneficiary may file a grievance and request an appeal with the Contractor. A beneficiary may request a state hearing after receiving notice under 42 CFR §438.408 that the adverse benefit determination is upheld.
   1. In the case that the Contractor fails to adhere to the notice and timing requirements in 42 CFR §438.408, the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state hearing.
   2. The Department may offer and arrange for an external medical review if the following conditions are met.
      i. The review shall be at the beneficiary's option and shall not be required before, or used as a deterrent to, proceeding to the state hearing.
      ii. The review shall be independent of both the Department and the Contractor.
      iii. The review shall be offered without any cost to the beneficiary.
      iv. The review shall not extend any of the timeframes specified in 42 CFR §438.408 and shall not disrupt the continuation of benefits in 42 CFR §438.420.

ii. With the written consent of the beneficiary, a provider or an authorized representative may request an appeal or file a grievance, or request a state hearing, on behalf of a beneficiary, with the exception that providers cannot request continuation of benefits as specified in 42 CFR §438.420(b)(5).

b. Timing:
   i. Grievance:
      1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may file a grievance with the Contractor at any time.
   ii. Appeal:
      1. The Contractor shall allow the beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, to file a request for an appeal to the Contractor within 60 calendar days from the date on the NOABD.

c. Procedures:
   i. Grievance:
      1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may file a grievance either orally or in writing and, as determined by the Department, either with the Department or with the Contractor.
   ii. Appeal:

1. The beneficiary, an authorized provider, or an authorized representative acting on behalf of the beneficiary, as state law permits, may request an appeal either orally or in writing. Further, unless an expedited resolution is requested, an oral appeal shall be followed by a written, signed appeal.

2. Timely and Adequate Notice of Adverse Benefit Determination (42 CFR §438.404).
   i. Notice.
      a. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination, in writing, and consistent with the requirements below and in 42 CFR §438.10.
   ii. Content of notice.
      a. The notice shall explain the following:
         i. The adverse benefit determination the Contractor has made or intends to make.
         ii. The reasons for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary's adverse benefit determination. Such information includes DMC-ODS criteria for services, and any processes, strategies, or evidentiary standards used in setting coverage limits.

iii. The beneficiary's right to request an appeal of the Contractor's adverse benefit determination, including information on exhausting the Contractor's one level of appeal described at 42 CFR §438.402(b) and the right to request a state hearing consistent with 42 CFR §438.402(c).
iv. The procedures for exercising these appeal rights.
v. The circumstances under which an appeal process can be expedited and how to request it.
vi. The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances, consistent with state policy, under which the beneficiary may be required to pay the costs of these services.

iii. Timing of notice.
a. The Contractor shall mail the notice within the following timeframes:
i. At least ten days before the date of the adverse benefit determination, when the adverse benefit determination is a termination, suspension, or reduction of previously authorized Medicaid-covered services.
ii. For denial of payment, at the time of any adverse benefit determination affecting the claim.
iii. For standard authorization decisions that deny or limit services, as expeditiously as the beneficiary's condition requires within state-established timeframes that shall not exceed 14 calendar days following receipt of the request for service.

1. The Contractor shall be allowed to extend the 14-calendar day NOABD timeframe for standard authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests an extension.
2. The Contractor shall be allowed to extend the 14-calendar day NOABD timeframe for standard authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need (to the Department, upon request) for additional information and shows how the extension is in the beneficiary's best interest. Consistent with 42 CFR §438.210(d)(1)(ii), the Contractor shall:
    i. Give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if they disagree with that decision.
    ii. Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires.

iv. For service authorization decisions not reached within the timeframes specified in 42 CFR §438.210(d) (which constitutes a denial and is thus an adverse benefit determination), on the date that the timeframes expire.

v. For expedited service authorization decisions, within the timeframes specified in 42 CFR §438.210(d)(2).

b. The Contractor shall be allowed to mail the NOABD as few as five days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources.

c. The Contractor shall mail the NOABD by the date of the action when any of the following occur:
   i. The recipient has died.
   ii. The beneficiary submits a signed written statement requesting service termination.
   iii. The beneficiary submits a signed written statement including information that requires service termination or reduction and indicates that they understand that service termination or reduction will result.
   iv. The beneficiary has been admitted to an institution where they are ineligible under the plan for further services.
   v. The beneficiary's address is determined unknown based on returned mail with no forwarding address.
   vi. The beneficiary is accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth.
   vii. A change in the level of medical care is prescribed by the beneficiary's physician.
   viii. The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act.
   ix. The transfer or discharge from a facility will occur in an expedited fashion.

3. Handling of Grievances and Appeals (42 CFR §438.406).

i. In handling grievances and appeals, the Contractor shall give beneficiaries any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal. This includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.

ii. The Contractor's process for handling beneficiary grievances and appeals of adverse benefit determinations shall:

   a. Acknowledge receipt of each grievance and appeal within five calendar days.
   b. Ensure that the individuals who make decisions on grievances and appeals are individuals:
      i. Who, were neither involved in any previous level of review or decision-making nor a subordinate of any such individual.
      ii. Who, if deciding any of the following, are individuals who have the appropriate clinical expertise, as determined by the Department, in treating the beneficiary's condition or disease.
         1. An appeal of a denial that is based on lack of medical necessity.
         2. A grievance regarding denial of expedited resolution of an appeal.
         3. A grievance or appeal that involves clinical issues.
      iii. Who, take into account all comments, documents, records, and other information submitted by the beneficiary or their representative without regard to whether such information was submitted or considered in the initial adverse benefit determination.
   c. Provide that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals.

d. Provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor shall inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals as specified in 42 CFR §438.408(b) and (c) in the case of expedited resolution.
e. Provide the beneficiary and their representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. This information shall be provided free of charge and sufficiently in advance of the resolution timeframe for appeals as specified in 42 CFR §438.408(b) and (c).
f. Include, as parties to the appeal:
    i. The beneficiary and their representative.
    ii. The legal representative of a deceased beneficiary's estate.

4. Resolution and Notification: Grievances and Appeals (42 CFR §438.408).
    i. The Contractor shall resolve each grievance and appeal, and provide notice, as expeditiously as the beneficiary's health condition requires, within the following timeframes:
        a. Standard resolution of grievances: 90 calendar days from the day the Contractor receives the grievance.
        b. Standard resolution of appeals: 30 calendar days from the day the Contractor receives the appeal. This timeframe may be extended in the manner described below.
        c. Expedited resolution of appeals: 72 hours after the Contractor receives the appeal. This timeframe may be extended under in the manner described below.

ii. Extension of timeframes.
    a. The Contractor may extend the timeframes for standard and expedited resolution of grievances and appeals by up to 14 calendar days if:
        i. The beneficiary requests the extension; or
        ii. The Contractor shows (to the satisfaction of the Department, upon its request) that there is need for additional information and how the delay is in the beneficiary's interest.

iii. If the Contractor extends the timeframes not at the request of the beneficiary, it shall complete all the following:
    a. Make reasonable efforts to give the beneficiary prompt oral notice of the delay.
    b. Within two calendar days, give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if they disagree with that decision.
    c. Resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires.

iv. If the Contractor fails to adhere to the notice and timing requirements in this section, the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state hearing.

v. Format of notice:
    a. Grievances.
        i. The Contractor shall notify the beneficiary of the resolution of a grievance and ensure that such methods meet, at a minimum, the standards described at 42 CFR §438.10.
    b. Appeals.
        i. For all appeals, the Contractor shall provide written notice of resolution in a format and language that, at a minimum, meet the standards described at 42 CFR §438.10.

ii. For notice of an expedited resolution, the Contractor shall also make reasonable efforts to provide oral notice.

vi. The written notice of the resolution shall include the following:
   a. The results of the resolution process and the date it was completed.
   b. For appeals not resolved wholly in favor of the beneficiaries:
      i. The right to request a state hearing.
      ii. How to make the request a state hearing.
      iii. The right to request and receive benefits, while the hearing is pending and how to make the request.
      iv. That the beneficiary may, consistent with state policy, be held liable for the cost of those benefits if the hearing decision upholds the Contractor's adverse benefit determination.

vii. Requirements for state hearings:
   a. A beneficiary may request a state hearing only after receiving notice that the Contractor is upholding the adverse benefit determination.
   b. If the Contractor fails to adhere to the notice and timing requirements in 42 CFR §438.408, then the beneficiary is deemed to have exhausted the Contractor's appeals process. The beneficiary may initiate a state hearing.
   c. The Department shall offer and arrange for an external medical review when the following conditions are met:
      i. The review shall be at the beneficiary's request and shall not be required before, or used as a deterrent to, proceeding to the state hearing.

ii. The review shall be independent of both the Department and the Contractor.
iii. The review shall be offered without any cost to the beneficiary.
iv. The review shall not extend any of the timeframes specified in 42 CFR §438.408 and shall not disrupt the continuation of benefits in 42 CFR §438.420.

d. State hearing.
i. The beneficiary shall have no less than 90 calendar days and no more than 120 calendar days from the date of the Contractor's Notice of Appeal Resolution to request a state hearing.
ii. The parties to the state hearing include the Contractor, as well as the beneficiary and their representative or the representative of a deceased beneficiary's estate.

5. Expedited Resolution of Appeals (42 CFR §438.410).
i. The Contractor shall establish and maintain an expedited review process for appeals when the Contractor determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function.
ii. The Contractor shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's appeal.
iii. If the Contractor denies a request for expedited resolution of an appeal, it shall:
a. Transfer the appeal to the timeframe for standard resolution in accordance with 42 CFR §438.408(b)(2).
b. Follow the requirements in 42 CFR §438.408(c)(2).

6. Information About the Grievance and Appeal System to Providers and Subcontractors (42 CFR §438.414).
    i. The Contractor shall provide the information specified in 42 CFR §438.10(g)(2)(xi) about the grievance and appeal system to all providers and subcontractors at the time they enter into a contract.
7. Recordkeeping Requirements (42 CFR §438.416).
    i. The Contractor shall maintain records of grievances and appeals and shall review the information as part of its ongoing monitoring procedures, as well as for updates and revisions to the Department quality strategy.
    ii. The record of each grievance or appeal shall contain, at a minimum, all the following information:
        a. A general description of the reason for the appeal or grievance.
        b. The date received.
        c. The date of each review or, if applicable, review meeting.
        d. Resolution at each level of the appeal or grievance, if applicable.
        e. Date of resolution at each level, if applicable.
        f. Name of the covered person for whom the appeal or grievance was filed.
    iii. The record shall be accurately maintained in a manner accessible to the Department and available upon request to CMS.
8. Continuation of Benefits While the Contractor's Appeal and the State Hearing Are Pending (42 CFR §438.420).
    i. Timely files mean files for continuation of benefits on or before the later of the following:
        a. Within ten calendar days of Contractor sending the NOABD.
        b. The intended effective date of the Contractor's proposed adverse benefit determination.
    ii. The Contractor shall continue the beneficiary's benefits if all of the following occur:

a. The beneficiary files the request for an appeal timely in accordance with 42 CFR §438.402(c)(1)(ii) and (c)(2)(ii).
b. The appeal involves the termination, suspension, or reduction of previously authorized services.
c. An authorized provider ordered the services.
d. The period covered by the original authorization has not expired.
e. The beneficiary timely files for continuation of benefits.

iii. At the beneficiary's request, the Contractor shall continue or reinstate the beneficiary's benefits while the appeal or state hearing is pending, the benefits shall be continued until one of following occurs:
a. The beneficiary withdraws the appeal or request for state hearing.
b. The beneficiary fails to request a state hearing and continuation of benefits within ten calendar days after the Contractor sends the notice of an adverse resolution to the beneficiary's appeal under 42 CFR §438.408(d)(2).
c. A state hearing officer issues a hearing decision adverse to the beneficiary.

iv. If the final resolution of the appeal or state hearing is adverse to the beneficiary, that is, upholds the Contractor's adverse benefit determination, the Contractor may, consistent with the Department's usual policy on recoveries under 42 CFR §431.230(b) and as specified in this Agreement, recover the cost of services furnished to the beneficiary while the appeal and state hearing was pending, to the extent that they were furnished solely because of the requirements of this section.

9. Effectuation of Reversed Appeal Resolutions (42 CFR §438.424).

i. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires (but no later than 72 hours from the date it receives notice reversing the determination) if the services were not furnished while the appeal was pending and if the Contractor or state hearing officer reverses a decision to deny, limit, or delay services.

ii. The Contractor shall pay for disputed services received by the beneficiary while the appeal is pending, unless state policy and regulations provide for the state to cover the cost of such services, when the Contractor or state hearing officer reverses a decision to deny authorization of the services.

H. Additional Program Integrity Safeguards

1. Basic Rule (42 CFR §438.600).
   i. As a condition for receiving payment under a Medicaid managed care program, the Contractor shall comply with the requirements in 42 CFR §§438.604, 438.606, 438.608 and 438.610, as applicable and as outlined below.
2. State Responsibilities (42 CFR §438.602).
   i. Monitoring Contractor compliance.
      a. Consistent with 42 CFR §438.66, the Department shall monitor the Contractor’s compliance, as applicable, with 42 CFR §§438.604, 438.606, 438.608, 438.610, 438.230, 438.808, 438.900 et seq.
   ii. Screening, enrollment, and revalidation of providers.
      a. The Department shall screen and enroll, and revalidate every five years, all the Contactor’s network providers, in accordance with the requirements of 42 CFR, Part 455, subparts B and E. This provision does not require the network provider to render services to FFS beneficiaries.
   iii. Ownership and control information.
      a. The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 CFR §438.608(c).

iv. Federal database checks.
   a. Consistent with the requirements in 42 CFR §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. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the state or Secretary may prescribe. These databases shall be consulted upon contracting and no less frequently than monthly thereafter. If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 CFR §438.610(c).

v. Periodic audits.
   a. The Department shall periodically, but no less frequently than once every three years, conduct, or contract for the conduct of, an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor.

vi. Whistleblowers.
   a. The Department shall receive and investigate information from whistleblowers relating to the integrity of the Contractor, subcontractors, or network providers receiving Federal funds under 42 CFR, Part 438.

vii. Transparency.
   a. The Department shall post on its website, as required in 42 CFR §438.10(c)(3), the following documents and reports:
      i. This Agreement.

ii. The data at 42 CFR §438.604(a)(5).
iii. The name and title of individuals included in 42 CFR §438.604(a)(6).
iv. The results of any audits performed pursuant Article II.H.2.v of this Agreement.

viii. Contracting integrity.
a. The Department shall have in place conflict of interest safeguards described in 42 CFR §438.58 and shall comply with the requirement described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.

ix. Entities located outside of the U.S.
a. The Department shall ensure that the Contractor is not located outside of the United States and that no claims paid by the Contractor to a network provider, out-of-network provider, subcontractor, or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

3. Data, Information, and Documentation that shall be submitted (42 CFR §438.604).
i. The Contractor shall submit to the Department the following data:
a. Encounter data in the form and manner described in 42 CFR §438.818.
b. Documentation described in 42 CFR §438.207(b) on which the Department bases its certification that the Contractor has complied with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as set forth in 42 CFR §438.206.
c. Information on ownership and control described in 42 CFR §455.104 from the Contractor's subcontractors as governed by 42 CFR §438.230.
d. The annual report of overpayment recoveries as required in 42 CFR §438.608(d)(3).

ii. In addition to the data, documentation, or information above, the Contractor shall submit any other data, documentation, or information relating to the performance of the Contractor's program integrity safeguard obligations required by the Department or the Secretary.

4. Source, Content, and Timing of Certification (42 CFR §438.606).
   i. The data, documentation, or information specified in 42 CFR §438.604, shall be certified by either the Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who reports directly to the Chief Executive Officer or Chief Financial Officer with delegated authority to sign for the Chief Executive Officer or Chief Financial Officer so that the Chief Executive Officer or Chief Financial Officer is ultimately responsible for the certification.
   ii. The certification shall attest that, based on best information, knowledge, and belief, the data, documentation, and information specified in 42 CFR §438.604 is accurate, complete, and truthful.
   iii. The Contractor shall submit the certification concurrently with the submission of the data, documentation, or information required in 42 CFR §438.604(a) and (b).
5. Program Integrity Requirements (42 CFR §438.608).
   i. The Contractor, and its subcontractors to the extent that the subcontractors are delegated responsibility by the Contractor for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, or abuse.
   ii. The arrangements or procedures shall include the following:
      a. A compliance program that includes, at a minimum, all the following elements:

i. 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.
ii. The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the County Behavioral Health Director and the Board of Supervisors.
iii. The establishment of a Regulatory Compliance Committee on the Board of Supervisors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement.
iv. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the Federal and state standards and requirements under this Agreement.
v. Effective lines of communication between the compliance officer and the organization's employees.
vi. Enforcement of standards through well-publicized disciplinary guidelines.

vii. 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 this Agreement.

b. Provision for prompt reporting of all overpayments identified or recovered, specifying the overpayments due to potential fraud, to the Department.
c. Provision for prompt notification to the Department when it receives information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including all the following:
    i. Changes in the beneficiary's residence.
    ii. The death of a beneficiary.
d. Provision that the Contractor shall submit a notification to the Department when it receives 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.
e. Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis.

f. If the Contractor makes or receives annual payments under this Agreement of at least $5,000,000, provision for written policies for all employees of the entity, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
g. Provision for the prompt referral of any potential fraud, waste, or abuse that the Contractor identifies to the Department Medicaid program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.
h. Provision for the Contractor's suspension of payments to a network provider for which the Department determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.

iii. The Contractor shall ensure that all network providers are enrolled with the Department as Medicaid providers consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E. This provision does not require the network provider to render services to FFS beneficiaries.

iv. The Contractor and all its subcontractors shall provide reports to the Department within 60 calendar days when it has identified payments in excess of amounts specified in this Agreement.

v. Treatment of recoveries made by the Contractor of overpayments to providers.
   a. The Contractor shall specify in accordance with this Exhibit A, Attachment I and Exhibit B of this Agreement:

i. 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.
ii. The process, timeframes, and documentation required for reporting the recovery of all overpayments.
iii. The process, timeframes, and documentation required for payment of recoveries of overpayments to the state in situations where the Contractor is not permitted to retain some or all the recoveries of overpayments.
iv. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations.

b. The Contractor shall have a mechanism for a network provider to report to the Contractor when it has received an overpayment, to return the overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, and to notify the Contractor in writing of the reason for the overpayment.
c. The Contractor shall annually report to the Department on their recoveries of overpayments.

6. Prohibited Affiliations (42 CFR §438.610).
   i. The Contractor and its subcontractors shall not knowingly have a relationship of the type described in paragraph (iii) of this subsection with the following:

a. 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.
b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (a)(1) of this section.

ii. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act.

iii. The relationships described in paragraph (i) of this section, are as follows:
a. A director, officer, or partner of the Contractor.
b. A subcontractor of the Contractor, as governed by 42 CFR §438.230.
c. A person with beneficial ownership of five percent or more of the Contractor's equity.
d. 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 Agreement.

iv. If the Department finds that the Contractor is not in compliance, the Department:
a. Shall notify the Secretary of the noncompliance.
b. May continue an existing Agreement with the Contractor unless the Secretary directs otherwise.

c. May not renew or otherwise extend the duration of an existing Agreement with the Contractor unless the Secretary provides to the state and to Congress a written statement describing compelling reasons that exist for renewing or extending the Agreement despite the prohibited affiliations.
d. Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

v. The Contractor shall provide the Department with written disclosure of any prohibited affiliation identified by the Contractor or any of its subcontractors.

7. Disclosures on Information and Ownerships Control (42 CFR §455.104).
   i. The Contractor and its subcontractors shall provide the following disclosures through the DMC certification process described in Article III.K of the Agreement:
      a. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include as applicable primary business address, every business location, and 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 five percent or more interest.

d. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity 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 entity) has a five percent or more interest is related to another person with ownership or control interest in the disclosing 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 an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
f. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

ii. Disclosures are due at any of the following times:
a. Upon the Contractor submitting the proposal in accordance with the Department's procurement process.
b. Upon the Contractor executing this Agreement with the Department.
c. Upon renewal or extension of this Agreement.
d. Within 35 days after any change in ownership of the Contractor.

iii. The Contractor shall provide all disclosures to the Department.

iv. Federal Financial Participation (FFP) shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section.

v. For the purposes of this section “person with an ownership or control interest” means a person or corporation that:

a. Has an ownership interest totaling five percent or more in a disclosing entity.
b. Has an indirect ownership interest equal to five percent or more in a disclosing entity.
c. Has a combination of direct and indirect ownership interests equal to five percent or more in a disclosing entity.
d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five percent of the value of the property or assets of the disclosing entity.
e. Is an officer or director of a disclosing entity that is organized as a corporation.
f. Is a partner in a disclosing entity that is organized as a partnership.

I. Conditions for FFP

1. Costs under this Nonrisk Contract (42 CFR §438.812).
   i. The amount the Department pays for the furnishing of medical services to eligible beneficiaries is a medical assistance cost.
   ii. The amount the Department pays for the Contractor's performance of other functions is an administrative cost.

J. Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.)

1. General Parity Requirement
   i. To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., the Contractor shall not impose, or allow any of its subcontractors to impose, any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in this Agreement.

ii. The Contractor shall not apply any financial requirement or treatment limitation to substance use disorder services in any classification of benefit that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification of benefit furnished to beneficiaries (whether or not the benefits are furnished by the Contractor) (42 CFR 438.910(b)(1)).

iii. The Contractor shall provide substance use disorder services to beneficiaries in every classification in which medical/surgical benefits are provided (42 CFR 438.910(b)(2)).

2. Quantitative Limitations
   i. The Contractor shall not apply any cumulative financial requirement for substance use disorder services in a classification that accumulates separately from any established for medical/surgical services in the same classification (42 CFR 438.910(c)(3)).
3. Non-Quantitative Limitations
   i. The Contractor shall not impose a non-quantitative treatment limitation for substance use disorder benefits in any classification unless, under the policies and procedures of the Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the non-quantitative treatment limitation to substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification (42 CFR §438.910(d)).

ii. The Contractor shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for substance use disorder services that are comparable to, and applied no more stringently than, the processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for medical/surgical benefits (42 CFR §438.910(d)(3)).

K. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 CFR § 438.10; W&I Code section 14029.91; Government Code (Gov. Code) § 11135; 28 CFR §§ 35.160-35.164; 28 CFR § 36.303; 45 CFR § 92.101; 45 CFR § 92.102; 45 CFR § 92.202)

1. The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
2. DHCS shall use the following methodology to identify the prevalent non–English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:
   i. A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible beneficiary population, whichever is lower; and
   ii. A population group of mandatory eligible beneficiaries 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 Contractor shall post a DHCS-approved nondiscrimination notice that informs beneficiaries, potential beneficiaries, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.
ii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, 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.
iii. 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.
iv. The nondiscrimination notice shall include all legally required elements under the applicable subsections of W&I Code section 14029.91 and Gov. Code section 11135.
v. The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.
vi. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4. Language Assistance Taglines

i. The Contractor shall post 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 DHCS), informing beneficiaries, potential beneficiaries, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

ii. 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 beneficiary 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:

a. 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 beneficiaries. Key points of contact may include medical care settings and non-medical care settings.

b. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

c. 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 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.
d. 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.

e. 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.
f. 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.

g. 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.

iii. The Contractor shall comply with the following written translation requirements:

a. 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.
b. At a minimum, the Contractor shall provide written translations of beneficiary 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 to ensure effective communication with individuals with disabilities.
   ii. The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.

iii. The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

iv. Auxiliary aids and services include:

a. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

b. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

v. When providing interpretive services, the Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who: 1) adheres to generally accepted interpreter ethics principals, including client confidentiality; and 2) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).

vi. If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; 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 VRI.

vii. 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 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 individual with a disability 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 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.

viii. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

L. Discrimination Grievances (W&I Code section 14029.91; 45 CFR § 84.7; 34 CFR §106.8; 28 CFR § 35.107; Government Code § 11135)

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.

2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
3. 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, Section 504 of the Rehabilitation Act, section 1557 of the Affordable Care Act, and/or Gov. Code section 11135 grievances received by the Contractor.
4. The Contractor shall comply with the following discrimination grievances reporting requirements.
    i. Within 10 calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to DHCS.DiscriminationGrievances@dhcs.ca.gov:
        a. The original complaint.
        b. The provider's or other accused party's response to the grievance.
        c. Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance.
        d. Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance.

e. All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary.
f. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

III. Program Specifications

A. General Requirements

1. The Contractor has elected to opt into the DMC-ODS to provide or arrange for covered DMC-ODS services described under this Agreement to eligible Medi-Cal individuals residing within the Contractor's county borders.
2. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities.
3. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

B. Provision of Services

1. Provider Specifications
    i. Professional staff shall:
        a. Be licensed, registered, enrolled, and/or approved in accordance with all applicable state and federal laws and regulations.
        b. Abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by the Department of Health Care Services.
    ii. Professional staff means any of the following:
        a. Licensed Practitioners of the Healing Arts (LPHA), including:
            i. Physicians.
            ii. Nurse Practitioners.
            iii. Physician Assistants.
            iv. Registered Nurses.
            v. Registered Pharmacists.

vi. Licensed Clinical Psychologists.
vii. Licensed Clinical Social Workers.
viii. Licensed Professional Clinical Counselors.
ix. Licensed Marriage and Family Therapists.
x. Licensed-eligible practitioners registered with the Board of Psychology or Behavioral Science Board working under the supervision of a licensed clinician.

b. An Alcohol or other drug (AOD) counselor that is 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, Cal. Code Regs., tit. 9, Div. 4, chapter 8.
c. Medical Director of a Narcotic Treatment Program who is a licensed physician in the State of California.
d. 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.

iii. 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.
iv. 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.
v. Physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year.

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

C. Organized Delivery System (ODS) Timely Coverage

1. Non-Discrimination - Member Discrimination Prohibition
   i. Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction in accordance with this Agreement. Contractor shall take affirmative action to ensure that beneficiaries are provided covered services and will not discriminate against individuals eligible to enroll under the laws of the United States and the State of California. Contractor shall not unlawfully discriminate against any person pursuant to:
      a. Title VI of the Civil Rights Act of 1964.
      b. Title IX of the Education Amendments of 1972 (regarding education and programs and activities).
      c. The Age Discrimination Act of 1975.
      d. The Rehabilitation Act of 1973.
      e. The Americans with Disabilities Act.
2. DMC-ODS services shall be available as a Medi-Cal benefit for individuals in accordance with this Agreement, BHIN 23-001, the applicable statutes and regulations, and any other relevant information notices issued by the Department.
   i. The Contractor or its subcontracted provider shall verify the Medicaid eligibility determination of an individual. When the subcontracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

ii. In accordance with the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate under section 1905(r) of the Act, the Contractor shall ensure that all beneficiaries under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under section 1905(a) of the Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate, and a participating DMC-ODS County is responsible for the provision of SUD services pursuant to the EPSDT mandate.

iii. DMC-ODS services must be medically necessary. Pursuant to W&I Code section 14059.5(a) for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

iv. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. 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. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Code section 14059.5(b)(1)).

v. The Contractor shall update policies and procedures, provider contracts, beneficiary handbooks, and related material to ensure the medical necessity standard is accurately reflected in all materials consistent with W&I Code section 14059.5, the terms of BHIN 23-001, and any other applicable authorities.

vi. To receive DMC-ODS services, a beneficiary shall be enrolled in Medi-Cal, and reside in a participating county. DMC-ODS services shall be consistent with the following assessment, access, and level of care determination criteria:

a. Initial Assessment and Services Provided During the Assessment Process:
   Covered and clinically appropriate DMC-ODS services (except for residential) shall be reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA), registered/certified counselor, or Medi-Cal Peer Support Specialist, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the beneficiary is experiencing homelessness and therefore requires additional time to complete the assessment. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day time period starts over. 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 beneficiary is completed by an 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.
b. DMC-ODS Access for Beneficiaries After Assessment:

i. For beneficiaries 21 years and older, to qualify for DMC-ODS services after the initial assessment process, beneficiaries 21 years of age and older shall meet one of the following criteria:
   1. 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
   2. 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. Beneficiaries under age 21 qualify to receive all medically necessary DMC-ODS services as required pursuant to section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and 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.

c. Additional Coverage Requirements and Clarifications
Consistent with W&I Code section 14184.402(f), covered SUD prevention, screening, assessment, treatment, and recovery services are reimbursable Medi-Cal services when:

i. Services are provided prior to determination of a diagnosis or prior to determination of whether DMC-ODS criteria are met, as described above; or

1. Clinically appropriate and covered DMC-ODS services provided to beneficiaries over 21 shall be reimbursable during the assessment process as described above under the “Initial Assessment and Services Provided During the Assessment Process”. In addition, the Contractor shall not disallow reimbursement for clinically appropriate and covered DMC-ODS services provided during the assessment process if the assessment determines that the beneficiary does not meet the DMC-ODS access criteria for beneficiaries after assessment.
2. This does not eliminate the requirement that all Medi-Cal claims, which include DMC-ODS claims, include a CMS approved International Classification of Diseases, 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 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, for additional information regarding code selection during the assessment period for outpatient behavioral health services.

ii. Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or

1. The Contractor shall implement the guidance in BHIN 22-019 related to documentation requirements that took effect as of July 1, 2022.

iii. The beneficiary has a co-occurring mental health condition.
   1. Medically necessary covered DMC-ODS delivered by DMC-ODS providers shall be covered and reimbursable Medi-Cal services whether or not the beneficiary has a co-occurring mental health condition. DMC-ODS counties shall not disallow reimbursement for covered DMC-ODS services provided to a beneficiary who has a co-occurring mental health condition if the beneficiary meets the DMC-ODS Access Criteria for Beneficiaries After Assessment pursuant to BHIN 22-011.

d. Level of Care Determination: The ASAM Criteria shall be used to determine placement into the appropriate level of care for all beneficiaries, and is separate and distinct from determining medical necessity.
   i. For beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
   ii. For beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered/certified counselor.

iii. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for beneficiaries under 21; a brief screening ASAM Criteria tool is sufficient for these services (see below regarding details about ASAM level of care 0.5).

iv. If a beneficiary withdraws from treatment prior to completing the ASAM Criteria assessment and later returns, the time period starts over.

v. 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.

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

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

e. Beneficiary placement and level of care determinations shall ensure that beneficiaries are able to receive care in the least restrictive level of care that is clinically appropriate to treat their condition.

D. Covered Services

1. In addition to the coverage and authorization of services requirements set forth in Article II.E.4 of this Agreement, the Contractor shall:

   i. Identify, define, and specify the amount, duration, and scope of each DMC-ODS service that the Contractor is required to offer.

ii. Require that DMC-ODS services identified be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.
iii. Specify the extent to which the Contractor is responsible for covering DMC-ODS services related to the following:
    a. The prevention, diagnosis, and treatment of health impairments.
    b. The ability to achieve age-appropriate growth and development.
    c. The ability to attain, maintain, or regain functional capacity.

2. The Contractor shall deliver the DMC-ODS Covered Services within a continuum of care as defined in the ASAM Criteria.
3. The mandatory and optional DMC-ODS services can be found under Article III.D.4 of this Agreement. The Contractor shall provide all mandatory DMC-ODS services identified, and may provide all optional DMC-ODS services identified under Article V, in accordance with the applicable requirements set forth in this Agreement.
4. The following are the mandatory and optional DMC-ODS Covered Services:
    i. Screening, Brief Intervention, Referral to Treatment and Early Intervention Services (for beneficiaries under age 21) (mandatory).
    ii. Withdrawal Management Services (a minimum of one level is mandatory).
    iii. Intensive Outpatient Treatment Services (mandatory).
    iv. Outpatient Treatment Services (mandatory).
    v. Narcotic Treatment Programs (mandatory).
    vi. Recovery Services (mandatory).
    vii. Care Coordination (mandatory).
    viii. Clinician Consultation (mandatory).

ix. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT). This is defined as facilitating access to MAT off-site for beneficiaries while they are receiving DMC-ODS treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient.
x. Residential Treatment Services (ASAM Levels 3.1, 3.3, and 3.5 shall be made available within the timeframes outlined in Article III, Section S.7.v).
xi. Partial Hospitalization (Optional).
xii. Medi-Cal Peer Support Services (Optional).
xiii. Contingency Management Services (Optional).
xiv. 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).

5. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
6. Contractor shall comply with federal and state mandates to provide SUD treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum beneficiaries, and (2) adolescents under age 21 who are eligible under EPSDT.

E. Financing

1. Payment for Services
   i. The Contractor shall be paid in accordance with Exhibit B.
   ii. Pursuant to Title 42 CFR 433.138 and Cal. Code Regs., tit. 22, § 51005(a), if a beneficiary has Other Heath Coverage (OHC), then the Contractor shall bill that OHC prior to billing DMC to receive either payment from the OHC, or a notice of denial from the OHC indicating that:
      a. The recipient's OHC coverage has been exhausted. or
      b. The specific service is not a benefit of the OHC.

iii. If the Contractor submits a claim to an OHC and receives partial payment of the claim, the Contractor may submit the claim to the Department and is eligible to receive payment for the service in accordance with Exhibit B, Payment, less the amount of the payment made by the OHC.

F. Availability of Services

1. In addition to the availability of services requirements set forth in Article II.E.1 of this Agreement, the Contractor shall:
   i. Consider the number and types (in terms of training, experience, and specialization) of providers required to ensure the availability and accessibility of medically necessary services.
   ii. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors, and that is sufficient to provide its beneficiaries with adequate access to all services covered under this Agreement.
   iii. In establishing and monitoring the network, document the following:
      a. The anticipated number of Medi-Cal eligible beneficiaries.
      b. The expected utilization of services, taking into account the characteristics and SUD treatment needs of beneficiaries.
      c. The expected number and types of providers in terms of training and experience needed to meet expected utilization.
      d. The number of network providers who are not accepting new beneficiaries.
      e. The geographic location of providers and their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disabled beneficiaries.

G. Access to Services

Exhibit A, Attachment I
Program Specifications

1. Subject to DHCS provider enrollment certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.
2. When a beneficiary makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
3. In addition to the coverage and authorization of service requirements set forth in Article II.E.4 of this Agreement, the Contractor shall:
    i. Authorize DMC-ODS services in accordance with the Expanded Substance Use Disorder Services coverage provisions of the approved Medicaid State Plan.
    ii. Make all medical necessity determinations in accordance with W&I Code section 14059.5, except as provided W&I Code section 14184.402 and any written instructions issued by the department pursuant to subdivision (d) of that Section.
    iii. Inform the beneficiary in accordance with Article II.G.2 of this Agreement if services are denied.
    iv. Provide prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider.
        a. Prior authorization is prohibited for non-residential DMC-ODS services.
        b. The Contractor's prior authorization process shall comply with the parity requirements set forth in 42 CFR §438.910(d).
    v. Review the DSM and ASAM Criteria documentation to ensure that the beneficiary meets the requirements for the service.

vi. Have written policies and procedures for processing requests for initial and continuing authorization of services.
vii. Have a mechanism in place to ensure that there is consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate.
viii. Track the number, percentage of denied, and timeliness of requests for authorization for all DMC-ODS services that are submitted, processed, approved, and denied.
ix. Pursuant to 42 CFR 438.3(l), allow each beneficiary to choose their health professional to the extent possible and appropriate.
x. Require that treatment programs are accessible to people with disabilities in accordance with CFR Title 45, Part 84 and the Americans with Disabilities Act.
xi. Have a 24/7 toll free number for prospective beneficiaries to call to access DMC-ODS services and make oral interpretation services available for beneficiaries, as needed.
xii. Shall guarantee that it will not avoid costs for services covered in this Agreement by referring beneficiaries to publicly supported health care resources.

4. Covered services, whether provided directly by the Contractor or through subcontractor with DMC certified and enrolled programs, shall be provided to beneficiaries in the following manner:
   i. DMC-ODS services shall be available to all beneficiaries who reside in the ODS County.

5. Access to State Plan services shall remain at the current, pre-implementation level or expand upon implementation.
   The Contractor is responsible for ensuring that its beneficiaries can receive all medically necessary DMC-ODS services. The Contractor shall not deny access to medically necessary services, including all FDA-approved medications for OUD if a beneficiary meets the medical necessity criteria for DMC-ODS services. Beneficiaries shall not be put on a wait list to access any medically necessary services. If the Contractor's provider network is unable to provide necessary services to a particular beneficiary, the Contractor shall adequately and timely cover these services out-of-network for as long as the Contractor's network is unable to provide them.
6. Only Medi-Cal beneficiaries for whom the county of responsibility is a DMC-ODS county are entitled to DMC-ODS services. This applies to AI/AN Medi-Cal beneficiaries as well as non-AI/AN Medi-Cal beneficiaries (BHIN 21-032 and any subsequently issued BHINs that supersede BHIN 21-032).
7. The Contractor shall ensure that a beneficiary that resides in a county that does not participate in DMC-ODS does not experience a disruption of NTP services. The Contractor shall require all NTP subcontractors to provide any medically necessary DMC NTP services covered by the California Medi-Cal State Plan to beneficiaries that reside in a county that does not participate in DMC-ODS. The Contractor shall require all NTP subcontractors that provide services to an out-of-county beneficiary to submit the claims for those services to the county in which the beneficiary resides (according to MEDS).

8. If a beneficiary 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).

H. Coordination with Managed Care Programs

1. Contractor shall enter into a Memorandum Of Understanding (MOU) with any Medi-Cal managed care plan that enrolls beneficiaries served by the DMC-ODS. This requirement may be met through an amendment to the Specialty Mental Health Managed Care Plan MOU.
    i. 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:
        a. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services.
        b. Beneficiary engagement and participation in an integrated care program as needed.
        c. Shared development of care plans by the beneficiary, caregivers, and all providers where applicable.
        d. Collaborative care planning with managed care where applicable.
        e. Delineation of case management responsibilities.
        f. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved.

g. Availability of clinical consultation, including consultation on medications.
h. Care coordination and effective communication among providers including procedures for exchanges of medical information.
i. Navigation support for patients and caregivers.
j. Facilitation and tracking of referrals.

I. Authorization of Services – Residential Programs

1. The Contractor shall implement residential treatment program standards that comply with the authorization of services requirements set forth in Article II.E.4 of this Agreement and shall:
   i. Establish, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services for residential programs.
   ii. 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.
   iii. Ensure that residential services may be provided in facilities with no bed capacity limit.
   iv. 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.
   v. Ensure that the length of residential services comply with the following:
      a. 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.
      b. Lengths of stay in residential treatment settings shall be determined by individualized clinical need.
      c. The Contractor shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

d. 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.
e. Nothing in the DMC-ODS overrides any EPSDT requirements. EPSDT beneficiaries may receive a longer length of stay based on medical necessity.
f. If determined to be medically necessary, perinatal beneficiaries may receive a longer length of stay than those described above.

vi. 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.

vii. Require written notice to the beneficiary 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 beneficiary's condition or disease.

2. Pursuant to 42 CFR 431.201, the Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service.

J. Provider Selection and Certification

1. In addition to complying with the provider selection requirements set forth in Article II.E.5 and the provider discrimination prohibitions in Article II.B.3 of this Agreement, the Contractor shall:

i. Have written policies and procedures for selection and retention of providers that comply with the terms and conditions of this Agreement and applicable federal and state laws and regulations.

ii. Apply those policies and procedures equally to all providers regardless of public, private, for-profit or non-profit status, and without regard to whether a provider treats persons who require high-risk or specialized services.
iii. Not discriminate against persons who require high-risk or specialized services.
iv. Subcontract with providers in another state where out-of-state care or treatment is rendered on an emergency basis or is otherwise in the best interests of the person under the circumstances.
v. Select only providers that have a license and/or certification issued by the state that is in good standing.
vi. Select only providers that, prior to the furnishing of services under this Agreement, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC provider under applicable federal and state regulations.

vii. Select only providers that have been screened in accordance with 42 CFR 455.450 prior to furnishing services under this Agreement, have signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107, and have complied with the ownership and control disclosure requirements of 42 CFR 455.104. DHCS shall deny enrollment and DMC certification to any provider (as defined in W&I Code section 14043.1), or a person with ownership or control interest (as defined in 42 CFR 455.101) in the provider, that, at the time of application, is under investigation for fraud, waste or abuse pursuant to Part 455 of Title 42 of the Code of Federal Regulations, unless DHCS determines that there is good cause not to deny enrollment upon the same bases enumerated in 42 CFR 455.23(e). If a provider is under investigation for fraud or abuse, that provider shall be subject to temporary suspension pursuant to W&I Code section 14043.36. Upon receipt of a credible allegation of fraud, a provider shall be subject to a payment suspension pursuant to W&I Code section 14107.11 and DHCS may thereafter collect any overpayment identified through an audit or examination. During the time a provider is subject to a temporary suspension pursuant to W&I Code section 14043.36, the provider, or a person with ownership or control interest (as defined in 42 CFR 455.101), in the provider may not receive reimbursement for services provided to a DMC-ODS beneficiary. A provider shall be subject to suspension pursuant to W&I Code section 14043.61 if claims for payment are submitted for services provided to a Medi-Cal beneficiary by an individual or entity that is ineligible to participate in the Medi-Cal program. A provider will be subject to termination of provisional provider status pursuant to W&I Code section 14043.27 if the provider has a debt due and owing to any government entity that relates to any federal or state health care program, and has not been excused by legal process from fulfilling the obligation. Only providers newly enrolling or revalidating their

current enrollment on or after January 1, 2015 would be required to undergo fingerprint-based background checks required under 42 CFR 455.434.

2. Disclosures that shall be provided.
    i. A disclosure from any provider or disclosing entity is due at any of the following times:
        a. Upon the provider or disclosing entity submitting the provider application.
        b. Upon the provider or disclosing entity executing the provider agreement.
        c. Upon request of the Medicaid agency during the re-validation of enrollment process under 42 CFR 455.414.
        d. Within 35 days after any change in ownership of the disclosing entity.
    ii. All disclosures shall be provided to the Medicaid agency.
    iii. Consequences for failure to provide required disclosures.
        a. FFP is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
3. The Contractor shall only select providers that have a Medical Director who, prior to the delivery of services under this Agreement, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this Agreement, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.
4. The Contractor may contract individually with LPHAs to provide DMC-ODS services in the network.
5. The Contractor shall have a protest procedure for providers that are not awarded a subcontract. The Contractor’s protest procedure shall ensure that:
    i. Providers that submit a bid to be a subcontracted provider, but are not selected, shall exhaust the Contractor’s protest procedure if a provider wishes to appeal to DHCS.

ii. If the Contractor does not render a decision within 30 calendar days after the protest was filed with the Contractor, then the protest shall be deemed denied and the provider may appeal the failure to DHCS.

K. DMC Certification and Enrollment

1. DHCS shall certify eligible providers to participate in the DMC program.
2. The DHCS shall certify any Contractor-operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Agreement at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in Article III.XX of this Exhibit A, Attachment I.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with all applicable regulations and guidelines, including:
   i. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
   ii. Cal. Code Regs., tit. 22, § 51490(a).
   iii. Exhibit A, Attachment I, Article III.XX – Requirements for Services.
   iv. Cal. Code Regs., tit. 9, Div. 4, chapter 4, subchapter 1, sections 10000, et seq.
   v. Cal. Code Regs., tit. 22, Div. 3, chapter 3, §§ 51000 et. seq.
   vi. W&I Code section 14184.100 *et seq*.
5. 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.

6. 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.
7. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a subcontractor'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.
    i. A provider's certification to participate in the DMC program shall automatically terminate in the event that 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.

L. Continued Certification

1. All DMC enrolled 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 beneficiaries 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 shall conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

M. Laboratory Testing Requirements

1. 42 CFR 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). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:
   i. 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
   ii. Is CLIA-exempt.
2. These rules do not apply to components or functions of:
   i. Any facility or component of a facility that only performs testing for forensic purposes.
   ii. 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.
   iii. 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.
3. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 CFR 493, except that the Secretary may modify the application of such requirements as appropriate.

N. Recovery from Other Sources or Providers

1. The Contractor shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other state or federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
2. The monies recovered are retained by the Contractor. However, Contractor's claims for FFP for services provided to beneficiaries under this Agreement shall be reduced by the amount recovered.
3. The Contractor shall maintain accurate records of monies recovered from other sources.
4. Nothing in this section supersedes the Contractor's obligation to follow federal requirements for claiming FFP for services provided to beneficiaries with other coverage under this Agreement.

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

1. Beneficiaries 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, to include 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 diagnosed options are available in the CMS approved ICD-10-CM code list.
2. 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 beneficiary under age 21 is not participating in the full array of outpatient treatment services.

3. A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used. If the beneficiary under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed and the beneficiary shall receive a referral to the appropriate level of care indicated by the assessment.
4. Early intervention services may be delivered in a wide variety of settings, and can be provided in person, by telehealth, or by telephone.
5. Nothing in this section shall limit or modify the scope of the EPSDT mandate.

P. Outpatient Treatment Services (ASAM Level 1.0)

1. Outpatient treatment services (also known as Outpatient Drug Free or ODF) are provided to beneficiaries when medically necessary. 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 beneficiary may exceed the maximum based on individual medical necessity. Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.
2. 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) beneficiaries.
3. 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.

4. 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 beneficiaries while they are receiving outpatient treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

Q. Intensive Outpatient Treatment Services (ASAM Level 2.1)

1. Intensive Outpatient Treatment Services are provided to beneficiaries when medically necessary in a structured programming environment. 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 the individual beneficiary may exceed the maximum based on individual medical necessity. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.
2. Group size is limited to no less than two (2) and no more than twelve (12) beneficiaries.
    i. The contractor-operated and subcontracted DMC-ODS providers may provide more than 19 hours per week to adults when determined by a Medical Director or an LPHA to be medical necessary.
    ii. The contractor-operated and subcontracted DMC-ODS providers may extend a beneficiary's length of treatment when determined by a Medical Director or an LPHA to be medically necessary.
3. 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.

4. 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 beneficiaries while they are receiving intensive outpatient treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

R. Partial Hospitalization (ASAM Level 2.5) (Optional) – If Contractor agrees to provide Partial Hospitalization Services, as identified under Article V, Contractor shall comply with the following requirements:

1. Partial Hospitalization Services are clinically intensive programming designed to address the treatment needs of beneficiaries 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 beneficiaries 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 beneficiaries 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 beneficiaries while they are receiving withdrawal management

services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

S. Residential Treatment (ASAM Levels 3.1 – 3.5); and Inpatient Services (ASAM 3.7 and 4.0) (Optional)

1. Residential Treatment Services are delivered to beneficiaries when medically necessary in a short-term residential program corresponding to at least one of the following levels:
   i. Level 3.1 - Clinically Managed Low-Intensity Residential Services.
   ii. Level 3.3 - Clinically Managed Population-Specific High Intensity Residential Services.
   iii. Level 3.5 - Clinically Managed High Intensity Residential Services.
2. Inpatient Treatment Services are delivered to beneficiaries when medically necessary in a short-term inpatient program corresponding to at least one of the following levels:
   i. Level 3.7 - Medically Monitored Intensive Inpatient Services.
   ii. Level 4.0 - Medically Managed Intensive Inpatient Services.
3. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.
4. All Residential and Inpatient Treatment services shall be provided to a beneficiary 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.

5. A beneficiary 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 beneficiary 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.
6. Providers 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 beneficiaries while they are receiving residential treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).
7. Residential Treatment Services
    i. 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:
        a. Residential facilities licensed by DHCS.
        b. Residential facilities licensed by the Department of Social Services.
        c. Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health (DPH).
        d. Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by DPH.
    ii. 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, 3.3, 3.5, and 3.2-WM 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.

iii. To participate in the DMC-ODS program and offer ASAM Levels of Care 3.1, 3.3, or 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, 3.3 or 3.5 obtain an ASAM LOC Certification for each level of care provided effective January 1, 2024.

iv. Residential Treatment services can be provided in facilities of any size. Contractor shall comply with the length of stay requirements set forth in Article III.I.1(iv)-(v) of this Agreement.

v. The Contractor shall implement coverage and ensure access for residential SUD treatment services as follows:
   a. 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.
   b. 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.
   c. Within three years of implementation, the Contractor shall provide in-network access to ASAM Levels 3.3.

vi. If, at any point in time, the Contractor's provider network is unable to provide any residential level of care to a particular beneficiary that meets medical necessity for that residential level of care, the Contractor shall adequately and timely cover these residential services out-of-network for the beneficiary, for as long as the Contractor's provider network is unable to provide them.

vii. 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.

viii. Nothing in the DMC-ODS shall override any EPSDT requirements.

ix. Residential providers may apply to provide Incidental Medical Services pursuant to DHCS guidance.

8. Inpatient Services

i. 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.

ii. 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.

iii. 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.

T. Withdrawal Management

1. Withdrawal Management Services are provided to beneficiaries experiencing withdrawal in the following outpatient, residential, or inpatient settings:

i. Level 1-WM: Ambulatory withdrawal management without extended on-site monitoring (Mild withdrawal with daily or less than daily outpatient supervision).

ii. 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).
iii. Level 3.2-WM: Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting).
iv. Level 3.7-WM: Medically Managed Inpatient Withdrawal Management (24-hour care for severe withdrawal symptoms requiring 24-hour nursing care and physician visits).
v. 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).

2. 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.
3. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate. If it has not already been completed in relation to the Withdrawal Management episode, the full ASAM Criteria assessment shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor for non-Withdrawal Management services (or 60 days for beneficiaries under 21, or beneficiaries experiencing homelessness), as described above.

4. 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.
5. The Contractor shall ensure that all beneficiaries receiving withdrawal management services are provided in an outpatient, residential or inpatient setting. If beneficiary is receiving withdrawal management in a residential or inpatient setting, each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process.
    i. 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 beneficiary's health status.
6. 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.
7. Providers 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 beneficiaries while they are receiving withdrawal management services if not provided on-site). Providing a beneficiary the contact information for a treatment program is insufficient.

U. Narcotic Treatment Program

1. Narcotic Treatment Program (NTP) is an outpatient program that provides Food and Drug Administration (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 beneficiaries covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), naloxone and disulfiram.

   i. 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 beneficiary to a provider capable of dispensing the medication.
2. NTPs shall comply with all federal and state NTP licensing requirements.
   i. If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the beneficiary in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
3. The NTP shall offer the beneficiary a minimum of fifty minutes of counseling services per calendar month.
4. NTP services shall be provided in DHCS-licensed NTP facilities pursuant to the Cal. Code Regs., tit. 9, div. 4, chapter 4, and title 42 of the CFR. 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.
5. 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.
6. Pursuant to W&I Code section 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 beneficiaries 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 beneficiaries that are enrolled in managed care plans to their respective managed care plan to receive medically necessary medical treatment of their concurrent health conditions.

7. The diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries 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 section 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:
    i. Medical treatment visits.
    ii. Diagnostic blood, urine, and X-rays.
    iii. Psychological and psychiatric tests and services.
    iv. Quantitative blood and urine toxicology assays.
    v. Medical supplies.
8. An NTP provider who is enrolled as a Medi-Cal fee-for-service provider shall not seek reimbursement from a beneficiary 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.
9. The Contractor shall subcontract with licensed NTPs to offer services to beneficiaries as medically necessary.
10. Services shall be provided in accordance with an individualized beneficiary plan determined by a licensed prescriber.

V. Recovery Services

1. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.
2. 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.

3. 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 beneficiary's SUD) and relapse prevention (which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD).
4. Recovery Services may be provided in person, by telehealth, or by telephone.

W. Medi-Cal Peer Support Services (Optional)

1. If Contractor agrees to provide Medi-Cal Peer Support Services as identified under Article V of this agreement; has opted to provide Medi-Cal Peer Support Services; and has been approved by DHCS; the Contractor shall comply with the Medi-Cal Peer Support Services provisions in Article V.

X. Contingency Management Services (Optional)

1. If Contractor agrees to provide Contingency Management Services as identified under Article V of this agreement, has opted to provide Contingency Management Services, and has been approved by DHCS, then the Contractor shall comply with the Contingency Management Services provisions in Article V.

Y. Care Coordination

1. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary 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.
2. Care coordination shall be provided to a beneficiary 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 beneficiary-centered and whole-person approach to wellness.

3. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
4. Care coordination services shall include one or more of the following components:
    i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
    ii. 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.
    iii. 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.

Z. Clinician Consultation Services

1. Clinician Consultation Services consist of LPHAs, such as addiction medicine physicians, licensed clinicians, addiction psychiatrists, or clinical pharmacists, to support the provision of care.
2. Clinician Consultation is not a direct service provided to beneficiaries. 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 beneficiaries.
3. 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.

4. The Contractor shall only allow DMC providers to bill for clinician consultation services.

AA. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT)

1. 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 Article III.D.4 of this Agreement.
2. 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.
3. The Contractor shall require that all DMC-ODS providers, at all levels of care, demonstrate that they either directly offer or have an effective referral mechanisms/process to MAT to beneficiaries with SUD diagnoses that are treatable with Food and Drug administration (FDA)-approved medications and biological products. An effective referral mechanism/process is defined as facilitating access to MAT off-site for beneficiaries while they are receiving treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient. A facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not they seek reimbursement through DMC-ODS. Beneficiaries needing or utilizing MAT shall be served and cannot be denied treatment services or be required to be tapered off medications as a condition of entering or remaining in the program. The Contractor shall monitor the referral process or provision of MAT services.

4. 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.
5. 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.
6. Beneficiaries 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 beneficiary 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 beneficiary, 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.

BB. Cultural Competence Plan

1. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).

CC. Implementation Plan

1. The Contractor shall comply with the provisions of the Contractor's Implementation Plan (IP) as approved by DHCS.

DD. Additional Provisions

1. Additional Agreement Restrictions
   i. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.
2. Voluntary Termination of DMC-ODS Services
   i. The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.
3. Nullification of DMC-ODS Services
   i. The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I Code section 14124.24, 14184.100 *et seq.*, BHIN 23-001, this Agreement, and any other applicable statutes, regulations or guidance issued by DHCS, shall be deemed a breach that results in the termination of this Agreement for cause.
   ii. In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.
4. Hatch Act

i. Contractor agrees to comply with 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.

5. No Unlawful Use or Unlawful Use Messages Regarding Drugs
   i. 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 (H&S Code section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.
6. Noncompliance with Reporting Requirements
   i. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.
7. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
   i. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
8. Health Insurance Portability and Accountability Act (HIPAA) of 1996
   i. If any of the work performed under this Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. 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.

ii. Trading Partner Requirements
   a. 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 CFR Part 162.915 (a)).
   b. 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 CFR Part 162.915 (b)).
   c. 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 CFR Part 162.915 (c)).
   d. 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 CFR Part 162.915 (d)).

iii. Concurrence for Test Modifications to HHS Transaction Standards
   a. 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.

iv. Adequate Testing

a. 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.

v. Deficiencies
   a. 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.

vi. Code Set Retention
   a. Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

vii. Data Transmission Log

a. 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 Agreement. 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.

9. Counselor Certification
   i. 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 Cal. Code Regs., tit. 9, div. 4, chapter 8. (Document 3H)
10. Cultural and Linguistic Proficiency
    i. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).
11. Trafficking Victims Protection Act of 2000

i. Contractor and its subcontractors that provide services covered by this Agreement shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. 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.

12. Participation in the County Behavioral Health Director's Association of California.
    i. 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.
    ii. The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.
13. 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 Agreement is required for new guidelines to be incorporated into this Agreement.
14. Nondiscrimination in Employment and Services
    i. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.
15. Federal Law Requirements:
    i. Title VI of the Civil Rights Act of 1964, section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

ii. Title IX of the Education Amendments of 1972 (regarding education and programs and activities), if applicable.
iii. Title VIII 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.
iv. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
v. Age Discrimination in Employment Act (29 CFR Part 1625).
vi. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
vii. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
viii. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
ix. Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities.
x. 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.
xi. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
xii. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
xiii. 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.

16. State Law Requirements:

i. 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.).
ii. Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
iii. Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 10800.
iv. No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors, to provide direct, immediate, or substantial support to any religious activity.
v. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

17. Investigations and Confidentiality of Administrative Actions
    i. Contractor acknowledges that if a DMC 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 from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I Code section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a payment suspension is in effect.
    ii. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.
18. Subcontract Provisions

i. Contractor shall include all of the foregoing provisions in all of its subcontracts.

EE. Beneficiary Problem Resolution Process

1. The Contractor shall establish and comply with a beneficiary problem resolution process.
2. Contractor shall inform subcontractors and providers at the time they enter into a subcontract about:
   i. The beneficiary's right to a state hearing, how to obtain a hearing and the representation rules at the hearing.
   ii. The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
   iii. The beneficiary's right to give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal. A provider may file a grievance or request a state hearing on behalf of a beneficiary, if the state permits the provider to act as the beneficiary's authorized representative in doing so.
   iv. The beneficiary may file a grievance, either orally or in writing, and, as determined by DHCS, either with DHCS or with the Contractor.
   v. The availability of assistance with filing grievances and appeals.
   vi. The toll-free number to file oral grievances and appeals.
   vii. The beneficiary's right to request continuation of benefits during an appeal or state hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
   viii. Any state determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

3. The Contractor shall represent the Contractor's position in hearings, as defined in 42 CFR 438.408 dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. 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 Agreement. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.
    i. Pursuant to 42 CFR 438.228, the Contractor shall develop problem resolution processes that enable beneficiary to request and receive review of a problem or concern they have about any issue related to the Contractor's performance of its duties, including the delivery of SUD treatment services.
4. The Contractor's beneficiary problem resolution processes shall include:
    i. A grievance process.
    ii. An appeal process.
    iii. An expedited appeal process.

FF. Selective Provider Contracting Requirements for DMC-ODS Counties

1. The Contractor shall select the DMC-certified providers with whom they contract to establish their DMC-ODS provider networks, with the exception of IHCPs as described in the Article II.B.4 of the Agreement. DMC-certified providers that do not receive a DMC-ODS County contract cannot receive a direct contract with the State to provide services to residents of DMC-ODS Counties.

GG. Contract Denial and Appeal Process

1. The Contractor shall serve providers that apply to be a DMC-ODS contract provider but are not selected a written decision including the basis for the denial. Any solicitation document utilized by the Contractor for the selection of DMC providers must include a protest provision. The Contractor shall have a protest procedure for providers that are not awarded a contract. The protest procedure shall include requirements outlined in Article III.J.5 of this Agreement. Providers that submit a bid to be a contract provider, but are not selected, must exhaust the Contractor's protest procedure if a provider wishes to challenge the denial to DHCS. If the Contractor does not render a decision within 30 calendar days after the protest was filed with the Contractor, the protest shall be deemed denied and the provider may appeal the failure to DHCS. A provider may appeal to DHCS as outlined in Enclosure 4 of BHIN 23-001.

HH. Subcontracts

1. In addition to complying with the subcontractual relationship requirements set forth in Article II.E.9 of this Agreement, the Contractor shall ensure that all subcontracts require that the Contractor oversee and is held accountable for any functions and responsibilities that the Contractor delegates to any subcontractor.
2. Each subcontract shall:
    i. Fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract.
    ii. Ensure that the Contractor evaluates the prospective subcontractor's ability to perform the activities to be delegated.
    iii. Require a written agreement between the Contractor and the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor, and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

iv. Ensure the Contractor monitors the subcontractor's performance on an ongoing basis and subject it to an annual onsite review, consistent with statutes, regulations, and Article III.XX of this Agreement.

v. Ensure the Contractor identifies deficiencies or areas for improvement, the subcontractor shall take corrective actions and the Contractor shall ensure that the subcontractor implements these corrective actions.

3. The Contractor shall include the following provider requirements in all subcontracts with providers:

   i. Culturally Competent Services: Providers are responsible to provide culturally competent services. Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation services shall be available for beneficiaries, as needed.

   ii. Medication Assisted Treatment: DMC-ODS providers, at all levels of care, shall demonstrate that they either directly offer or have an effective referral mechanism to the most clinically appropriate MAT services for beneficiaries with SUD diagnoses that are treatable with medications or biological products (defined as facilitating access to MAT off-site for beneficiaries if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient). An appropriate facilitated referral to any Medi-Cal provider rendering MAT to the beneficiary is compliant whether or not that provider seeks reimbursement through DMC-ODS. The Contractor shall monitor the referral process or provision of MAT services.

iii. 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:

a. Motivational Interviewing: A beneficiary-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 beneficiaries' past successes.
b. 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.
c. 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.
d. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors’ safety, choice and control.

e. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to beneficiaries' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

II. Program Integrity Requirements

1. Service Verification. To assist DHCS in meeting its obligation under 42 CFR 455.1(a)(2), the Contractor shall establish a mechanism to verify whether services were actually furnished to beneficiaries.
2. DMC Claims and Reports
   i. Contractor or providers that bill DHCS or the Contractor for DMC-ODS services shall submit claims in accordance with the current DHCS DMC-ODS Provider Billing Manual. The DMC-ODS billing manual will be updated to align with new policies. If the billing manual conflicts with guidance outlined in BHIN 23-001, BHIN 23-001 shall be the governing authority.
   ii. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC-ODS Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS DMC-ODS Provider Billing Manual.

iii. Claims for DMC reimbursement shall include DMC-ODS services covered under BHIN 23-001 any State Plan services covered under Cal. Code Regs., tit. 22, § 51341.1(c-d) and Contractor administrative charges.
   a. Contractor shall submit to DHCS the Drug Medi-Cal Claim Submission Certification (DHCS 100187 or DHCS 100186 for each claim file.
   b. DMC 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).

iv. The following forms shall be prepared as needed and retained by the provider for review by state staff:
   a. Good Cause Certification (6065A), Document 2L(a)
   b. Good Cause Certification (6065B), Document 2L(b)
   c. In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within six months of the end of the month of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Cal. Code Regs., tit. 22, § 51008 and 51008.5.

3. Contractor Administration Reimbursement
   i. Separate from direct service claims as identified above, the Contractor may submit an invoice for administrative costs for administering the DMC-ODS program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.
      a. Scan signed Form MC 5312 and email to: BHFSOps@dhcs.ca.gov
4. Quality Assurance and Utilization Review (QA/UR) Reimbursement

i. Separate from direct service claims identified above, the Contractor may submit an invoice for QA/UR for administering the DMC-ODS quality management program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.
   a. Scan signed Form MC 5311 and email to: BHFSOps@dhcs.ca.gov

JJ. Quality Management (QM) Program

1. The Contractor's QM Program shall improve Contractor's established treatment outcomes through structural and operational processes and activities that are consistent with current standards of practice.
2. The Contractor shall have a written description of the QM Program, which clearly defines the QM 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.
3. Annually, each Contractor shall:
   i. Measure and report to DHCS its performance using standard measures required by DHCS including those that incorporate the requirements set forth in Article II.F.1 of this Agreement.
   ii. Submit to DHCS data specified by DHCS that enables DHCS to measure the Contractor's performance.
   iii. Perform a combination of the activities described above.
   iv. Evaluate and update the QM Program annually as necessary as set forth in Article II.F.1 of this Agreement.
4. During the review, DHCS shall review the status of the Quality Improvement Plan and the Contractor's monitoring activities.
   i. This review shall include the counties service delivery system, beneficiary protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a beneficiary records review.

ii. This review shall provide DHCS with information as to whether the counties are complying with their responsibility to monitor their service delivery capacity.
iii. The counties shall receive a final report summarizing the findings of the review, and if out of compliance, the Contractor shall submit a CAP within 60 days of receipt of the final report. DHCS shall follow-up with the CAP to ensure compliance.

5. The QM Program shall conduct performance-monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
6. The Contractor shall ensure continuity and coordination of care with physical health care providers. The Contractor shall coordinate with other human services agencies used by its beneficiaries. The Contractor shall assess the effectiveness of any MOU with a physical health care plan.
7. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services, as required by Article II.F.1 of this Agreement.
8. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:
   i. Surveying beneficiary/family satisfaction with the Contractor's services at least annually.
   ii. Evaluating beneficiary grievances, appeals and hearings at least annually.
   iii. Evaluating requests to change persons providing services at least annually.
   iv. The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.

9. 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.
10. 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.
11. The Contractor shall have a QM Work Plan covering the current Agreement cycle with documented annual evaluations and documented revisions as needed. The Contractor's QM Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program. The QM Work Plan shall include:
    i. Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, state hearings, expedited state hearings, provider appeals, and clinical records review as required by Article II.F.1 and Article II.G.7 of this Agreement.
    ii. Evidence that QM activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service.
    iii. A description of completed and in-process QM activities, including performance improvement projects. The description shall include:
        a. Monitoring efforts for previously identified issues, including tracking issues over time.
        b. Objectives, scope, and planned QM activities for each year.
        c. Targeted areas of improvement or change in service delivery or program design.

iv. A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

12. Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Article II.B.2 and Article II.E.1 of this Agreement.

KK. State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

1. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC providers to determine whether the DMC services were provided in accordance with Article III.XX of this exhibit. DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to Article III.KK.2 The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Article III.LL.3.iv of this Agreement.
2. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, DMC-ODS services have been improperly utilized, and requirements of Article III.XX were not met.
    i. 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.
        a. The CAP shall:
            i. Be documented on the DHCS CAP template.

ii. Provide a specific description of how the deficiency shall be corrected.
iii. Identify the title of the individual(s) responsible for:
1. Correcting the deficiency.
2. Ensuring on-going compliance.
iv. Provide a specific description of how the provider will ensure on-going compliance.
v. Specify the target date of implementation of the corrective action.

b. DHCS shall provide written approval of the CAP to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider. Contractor shall submit an updated CAP to the DHCS using a Secure Managed File Transfer system specified by DHCS, within 30 days of notification.
c. If a CAP is not submitted, or, the provider does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services complies with this Exhibit A, Attachment I. DHCS shall inform the Contractor when funds shall be withheld.

3. The Contractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:
i. Requests for first-level appeals:
a. The Contractor shall initiate action by submitting a letter to:
Behavioral Health Compliance Section Chief
Medical Review Branch, Audits and Investigations Division
DHCS

PO Box 997413, MS 2621
Sacramento, CA 95899-7413

i. 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.
ii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

b. 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.
c. The MCBHD shall acknowledge Contractor letter within 15 calendar days of receipt.
d. The MCBHD shall inform the Contractor of MCBHD's decision and the basis for the decision within 15 calendar days after the MCBHD's acknowledgement notification. The MCBHD 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 MCBHD extends the response time limit.

4. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).
   i. The second level process may be pursued only after complying with first-level procedures and only when:
      a. The MCBHD has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or
      b. The Contractor is dissatisfied with the action taken by the MCBHD where the conclusion is based on the MCBHD's evaluation of the merits.
   ii. The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the MCBHD failed to acknowledge the first-level appeal or from the date of the MCBHD's first-level appeal decision letter.
   iii. All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals
1029 J Street, Suite 200, MS 0016
Sacramento, CA 95814

iv. In referring an appeal to the OAHA, the Contractor shall submit all of the following:
   a. A copy of the original written appeal sent to the MCBHD.
   b. A copy of the MCBHD's report to which the appeal applies.

   If received by the Contractor, a copy of the MCBHD's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

5. 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 of this Agreement.
6. State shall monitor the subcontractor's compliance with Contractor utilization review requirements, as specified in Article III.LL.2 Counties are also required to monitor the subcontractor's compliance pursuant to Article III.HH of this Agreement. The federal government may also review the existence and effectiveness of DHCS' utilization review system.
7. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Article III.XX for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
8. Contractor shall ensure that subcontractor's sites shall keep a record of the beneficiaries/patients being treated at that location. Contractor shall retain beneficiary records for a minimum of ten years, in accordance with 42 CFR 438.3(h), from the finalized cost settlement process with the Department. When an audit by the Federal Government or DHCS has been started before the expiration of the ten-year period, the beneficiary records shall be maintained until completion of the audit and the final resolution of all issues.

LL. Contractor Oversight Monitoring

1. Interoperability Monitoring
   i. The Contractor shall ensure that data received from its Network Providers and Subcontractors is accurate and complete by verifying the accuracy and timeliness of reported data; screening the data for completeness, logic, and consistency; and collecting service information in standardized formats to the extent feasible and appropriate. The Contractor shall make all collected data available to DHCS and CMS, upon request.
   ii. The Contractor shall conduct routine testing and monitoring, and update their systems as appropriate, to ensure the APIs function properly, including conducting assessments to verify that the APIs are fully and successfully implementing privacy and security features such as those required to comply with the HIPAA Security Rule requirements in 45 CFR parts 160 and 164, 42 CFR parts 2 and 3, and other applicable laws protecting the privacy and security of individually identifiable data.
   iii. The Contractor may deny or discontinue any third-party application's connection to an API if it reasonably determines, consistent with its security risk analysis under the HIPAA Security Rule, that continued access presents an unacceptable level of risk to the security of protected health information on its systems. The determination must be made using objective verifiable criteria that are applied fairly and consistently across all applications and developers, including but not limited to criteria that may rely on automated monitoring and risk mitigation tools.
   iv. The Contractor shall:
      a. Comply with the requirements for the Patient Access API and Provider Directory API and must demonstrate their compliance by submitting deliverables as directed by DHCS.
      b. Update policies and procedures to ensure compliance with this policy.

c. Communicate the requirements listed above to all of their Subcontractors and Network Providers.
d. DHCS may impose a CAP, as well as administrative and/or monetary sanctions for non-compliance.

2. Utilization Monitoring
   i. Contractor shall conduct, at least annually, a utilization review of DMC providers to ensure covered services are being appropriately rendered. The annual review shall include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

      Department of Health Care Services
      Medi-Cal Behavioral Health Division
      1501 Capitol Avenue, MS-2621
      Sacramento, CA 95814

      Or by using a Secure Managed File Transfer system specified by DHCS.

      The Contractor's reports shall be provided to DHCS within two weeks of completion.

      Technical assistance is available to counties from MCBHD.

3. Other Contractor Monitoring
   i. If significant deficiencies or significant evidence of noncompliance with the terms of the DMC-ODS waiver, or this Agreement, are found in a county, DHCS shall engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance. If the Contractor remains noncompliant, the Contractor shall submit a CAP to DHCS. The CAP shall detail how and when the Contractor shall remedy the issue(s). DHCS may remove the Contractor from participating in the Waiver if the CAP is not promptly implemented.
   ii. If the Contractor is removed from participating in the Waiver, the county shall provide DMC services in accordance with the California Medi-Cal State Plan.

iii. Contractor shall ensure that DATAR submissions, detailed in Article III.MM of this Exhibit, are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

iv. The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements (detailed in Article III.KK) of this Exhibit 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.

v. Contractor shall attest that DMC claims submitted to DHCS have been subject to review and verification process for accuracy and legitimacy (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from disenrolled providers.

MM. Reporting Requirements

1. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.
2. Contractor shall submit documentation to DHCS in a format specified by DHCS that complies with the following requirements:
   i. Offers an appropriate range of services that is adequate for the anticipated number of beneficiaries for the service area.
   ii. Maintains a network of providers that is sufficient in number, mix and geographic distribution to meet the needs of the anticipated number of beneficiaries in the area.
   iii. Demonstrates the Contractor's compliance with the parity requirements set forth in 42 CFR §438.900 et seq.

3. The Contractor shall submit the documentation described in paragraph (2) of this section as specified by DHCS, but no less frequently than the following:
    i. At the time it enters into this Agreement with DHCS.
    ii. At any time, there has been a significant change in the Contractor's operations that would affect adequate capacity, services, and parity, including:
        a. Changes in Contractor services, benefits, geographic service area or payments.
        b. Enrollment of a new population in the Contractor.
        c. Changes in a quantitative limitation or non-quantitative limitation on a substance use disorder benefit.
    iii. After DHCS reviews the documentation submitted by the Contractor, DHCS shall certify to CMS that the Contractor has complied with the state's requirements for availability of services, as set forth in 42 CFR 438.206, and parity requirements, as set forth in 42 CFR 438.900 et seq.
    iv. CMS' right to inspect documentation. DHCS shall make available to CMS, upon request, all documentation collected by DHCS from the Contractor.
4. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)
    i. The CalOMS-Tx business rules and requirements are:
        a. Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. 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.

b. 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.
c. 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.
d. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.
e. 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.
f. 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.
g. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

h. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
i. Contractor and their software vendor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions.

5. CalOMS-Tx General Information
   i. 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.
   ii. If DHCS experiences system or service failure, no penalties shall be assessed to the Contractor for late data submission.
   iii. 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 non-DMC funds.
   iv. 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.
6. Drug and Alcohol Treatment Access Report (DATAR)
   i. The DATAR business rules and requirements:
      a. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom Contractor subcontracts or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

b. In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent, which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by DHCS.
c. The Contractor shall ensure that all DATAR reports are submitted to DHCS by the 10th of the month following the report activity month.
d. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.
e. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to 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. The written notice shall include a CAP 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 (See Exhibit B, Part II, section 2).
f. If DHCS experiences system or service failure, no penalties shall be assessed to Contractor for late data submission.
g. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

7. Year-End Cost Settlement Reports

i. The Contractor shall submit, by November 1 of each year, the following year-end claims for reimbursement of administrative and utilization review and quality assurance costs to BHFSOps@dhcs.ca.gov.
   a. Form MC 5312: Drug Medi-Cal (DMC) Services Claim for Reimbursement of County Administrative Expenses.
   b. Form DHCS 5311: Drug Medi-Cal (DMC) Claim for Reimbursement of Quality Assurance - Utilization Review (QA/UR) Costs.

8. Failure to Meet Reporting Requirements
   i. Failure to meet required reporting requirements shall result in:
      a. 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 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.
      b. 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 when funds shall be withheld.

NN. Training

1. The Contractor shall ensure their staff, including subcontracted staff providing or administering the DMC-ODS program are trained on the compliance requirements of applicable statutes, regulations, and BHINs.
2. Contractor may request additional Technical Assistance or training from MCBHD on an ad hoc basis.
3. Training to DMC Subcontractors:

i. The Contractor shall ensure that all subcontractors receive training on the DMC-ODS requirements, at least annually. The Contractor shall report compliance with this section to DHCS annually as part of the DHCS County Monitoring process.

ii. The Contractor shall require subcontractors to be trained in the ASAM Criteria prior to providing services.

a. 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.

b. 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.

c. 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.

OO. Program Complaints

1. The Contractor shall report complaints to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

2. Complaints for Residential Adult Alcoholism or Drug Abuse 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
3. Suspected Medi-Cal fraud, waste, or abuse shall be reported to DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

PP. Record Retention

1. Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code section 14124.1 and 42 CFR 438.3(h) and 438.3(u).

QQ. Subcontract Termination

1. The Contractor shall notify the Department of the termination of any subcontract with a certified provider, and the basis for termination of the subcontract, within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

RR. Corrective Action Plan (CAP)

1. Unless the Department has specified an applicable CAP process elsewhere in this IA or in a BHIN issued by the DHCS, the Contractor shall comply with the following CAP process if DHCS determines that the Contractor has failed to comply with the terms of this IA, a BHIN issued by the DHCS, the State Plan, 1115 or 1915 Waiver, or any other applicable State or Federal statute or regulation.
2. If DHCS determines that the Contractor has failed to comply with any of the requirements listed above, then DHCS may request a CAP from the Contractor to address those deficiencies within a specified timeframe. The Contractor shall submit a CAP to DHCS within the timeframe required by DHCS.
3. The Contractor's CAP shall:
   i. Be documented on the DHCS CAP template.
   ii. Provide a specific description of how the deficiency shall be corrected.

iii. Identify the title of the individual(s) responsible for:
   a. Correcting the deficiency
   b. Ensuring on-going compliance

iv. Provide a specific description of how the provider will ensure on-going compliance.

v. Specify the target date of implementation of the corrective action.

4. DHCS shall provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS shall either: 1) provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission; or 2) provide the Contractor with a revised CAP that the Contractor shall comply with.
5. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds or issue sanctions until the Contractor is in compliance, terminate this Agreement and remove the Contractor from the DMC-ODS Waiver, or take any other actions it deemed necessary to resolve the Contractor's deficiencies. DHCS shall inform the Contractor when funds shall begin to be withheld or when sanctions will begin to be issued.

SS. Quality Improvement (QI) Program

1. Contractor shall establish an ongoing quality assessment and performance improvement program consistent with Article II.F.1 of this Agreement.
2. The Contractor shall oversee subcontractors' compliance through on-site monitoring reviews and monitoring report submissions to DHCS. The Contractor shall comply with compliance monitoring reviews conducted by DHCS and are responsible to develop and implement CAPs as needed.
3. CMS, in consultation with DHCS and other stakeholders, may specify performance measures and topics for performance improvement projects to be required by DHCS in this Agreement.

4. Performance improvement projects shall be designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and non-clinical care areas that are expected to have a favorable effect on health outcomes and beneficiary satisfaction.
5. The monitoring of accessibility of services outlined in the Quality Improvement (QI) Plan will at a minimum include:
    i. Timeliness of first initial contact to face-to-face appointment.
    ii. Frequency of follow-up appointments.
    iii. Timeliness of services of the first dose of NTP services.
    iv. Access to after-hours care.
    v. Responsiveness of the beneficiary access line.
    vi. Strategies to reduce avoidable hospitalizations.
    vii. Coordination of physical and mental health services with waiver services at the provider level.
    viii. Assessment of the beneficiaries' experiences.
    ix. Telephone access line and services in the prevalent non-English languages.
6. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries. The QI Program shall be accountable to the Contractor's Director.
7. The Contractor shall establish a QI Committee to review the quality of SUD treatment services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

8. The Contractor's QI Committee shall review the following data at a minimum on a quarterly basis since external quality review (EQR) site reviews will begin after county implementation. The External Quality Review Organization (EQRO) shall measure defined data elements to assess the quality of service provided by the Contractor. These data elements shall be incorporated into the EQRO protocol:
    i. Number of days to first DMC-ODS service at appropriate level of care after referral.
    ii. Existence of a 24/7 telephone access line with prevalent non-English language(s).
    iii. Access to DMC-ODS services with translation services in the prevalent non-English language(s).
9. Operation of the QI program shall include substantial involvement by a licensed SUD staff person.
10. The QI Program shall include active participation by the Contractor's practitioners and providers, as well as beneficiaries and family members, in the planning, design and execution of the QI Program.
11. The Contractor shall maintain a minimum of two active Performance Improvement Projects (PIPs) that meet the criteria in 42 CFR 438.330(b)(1) and (d). Performance improvement projects shall focus on a clinical area, as well as one non-clinical area.
12. PIPs shall:
    i. Measure performance using required quality indicators.
    ii. Implement system interventions to achieve improvement in quality.
    iii. Evaluate the effectiveness of interventions.
    iv. Plan and initiate activities for increasing or sustaining improvement.
13. The Contractor shall report the status and results of each PIP to DHCS, as requested.
14. 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 produce new information on quality of care annually.

Exhibit A, Attachment I
Program Specifications

TT. Utilization Management (UM) Program

1. The Contractor shall have a Utilization Management (UM) Program assuring that beneficiaries have appropriate access to SUD services, that services are medically necessary, that the ASAM Criteria shall be used to determine placement into the appropriate level of care, and that the interventions are appropriate for the diagnosis and level of care. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care and waiting list information, including tracking the number of days to first DMC-ODS service at an appropriate level of care following initial request or referral for all DMC-ODS services.

UU. Formation and Purpose

1. Authority
   i. The state and the Contractor enter into this Agreement, by authority of Chapter 3 of Part 1, Division 10.5 of the H&S Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which shall be reimbursed pursuant to Exhibit B. The state and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Agreement. This Agreement is not intended, nor shall it be construed, to confer rights on any third party.
2. Control Requirements
   i. Performance under the terms of this Exhibit A, Attachment I, is subject to all applicable federal and state laws, regulations, and standards. The Contractor shall:
      a. Require its subcontractors to establish written policies and procedures consistent with the requirements listed in 2(c).
      b. Monitor for compliance with the written procedures.
      c. Be held accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
         i. H&S Code, Div. 10.5, Part 2, commencing with section 11760.

ii. Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 13000.
iii. Gov. Code section 16367.8.
iv. Title 42, CFR, sections 8.1 through 8.6.
v. Title 21, CFR, sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
vi. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

3. The Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors are also familiar with such requirements.
4. The provisions of this Exhibit A, Attachment I are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.

VV. Performance Provisions

1. Monitoring
   i. The Contractor's performance under this Exhibit A, Attachment I, shall be monitored by DHCS annually during the term of this Agreement. Monitoring criteria shall include, but not be limited to:
      a. Whether the quantity of work or services being performed conforms to this Exhibit.
      b. Whether the Contractor has established and is monitoring appropriate quality standards.
      c. Whether the Contractor is abiding by all the terms and requirements of this Agreement.
      d. Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit 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.

ii. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of this Agreement or both.

2. Performance Requirements
   i. The Contractor shall provide services based on funding set forth in Exhibit B, Attachment I, and under the terms of this Agreement.
   ii. The Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations.
   iii. The Contractor shall ensure that in planning for the provision of services, the following barriers to services are considered and addressed:
      a. Lack of educational materials or other resources for the provision of services.
      b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
      c. Institutional, cultural, and/or ethnicity barriers.
      d. Language differences.
      e. Lack of service advocates.
      f. Failure to survey or otherwise identify the barriers to service accessibility.
      g. Needs of persons with a disability.
3. The Contractor shall comply with any additional requirements of the documents that have been incorporated by reference, including, but not limited to, those in the Exhibit A – Statement of Work.
4. Amounts awarded pursuant to Exhibit B, Attachment I shall be used exclusively for providing DMC-ODS services consistent with the purpose of the funding.

5. DHCS shall issue a report to Contractor after conducting monitoring or utilization reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP using a Secure Managed File Transfer system specified by DHCS, within 60 calendar days from the date of the report.
6. The CAP shall follow the requirements in Article III.RR.2.

WW. Documentation Requirements

1. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement relating to documentation, BHIN 22-019, and any additional BHINs issued pursuant to W&I Code section 14184.402.
2. In the event of a conflict between the terms of this Agreement relating to documentation and a State or federal statute or regulation, or a BHIN issued pursuant to W&I Code section 14184.402, the Contractor shall adhere to the applicable statue, regulation, BHIN 22-019, or any other applicable BHINs issued pursuant to W&I Code section 14184.402.

XX. Requirements for Services

1. Confidentiality.
    i. All SUD treatment services shall be provided in a confidential setting in compliance with 42 CFR, Part 2 requirements.
2. Perinatal Services.
    i. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum beneficiaries, such as relationships, sexual and physical abuse, and development of parenting skills.
    ii. Perinatal services shall include:
        a. 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 H&S Code Section 1596.792).

b. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
c. Education to reduce harmful effects of alcohol and drugs on the parent and fetus or the parent and infant.
d. 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).

iii. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.
iv. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this Agreement as Document 1G, incorporated by reference. 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 Agreement shall not require a formal amendment.

3. Substance Use Disorder Medical Director.
   i. The SUD Medical Director's responsibilities shall, at a minimum, include all of the following:
      a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
      b. Ensure that physicians do not delegate their duties to non-physician personnel.
      c. Develop and implement written medical policies and standards for the provider.
      d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
      e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.

f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, and determine services are medically necessary.
g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

ii. 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.

4. Provider Personnel.
   i. Personnel files shall be maintained on all employees, contracted positions, volunteers, and interns, and shall contain the following:
      a. Application for employment and/or resume.
      b. Signed employment confirmation statement/duty statement.
      c. Job description.
      d. Performance evaluations.
      e. Health records/status as required by the provider, AOD Certification or Cal. Code Regs., tit. 9.
      f. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries).
      g. Training documentation relative to substance use disorders and treatment.
      h. Current registration, certification, intern status, or licensure.
      i. Proof of continuing education required by licensing or certifying agency and program.
      j. Provider’s Code of Conduct.
      k. Documentation of completion of personnel requirements set forth in BHIN 21-001 for personnel providing detoxification checks.

ii. Job descriptions shall be developed, revised as needed, and approved by the provider's governing body. The job descriptions shall include:
    a. Position title and classification.
    b. Duties and responsibilities.
    c. Lines of supervision.
    d. Education, training, work experience, and other qualifications for the position.
iii. Written provider code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
    a. Use of drugs and/or alcohol.
    b. Prohibition of social/business relationship with beneficiaries or their family members for personal gain.
    c. Prohibition of sexual contact with beneficiaries.
    d. Conflict of interest.
    e. Providing services beyond scope.
    f. Discrimination against beneficiaries or staff.
    g. Verbally, physically, or sexually harassing, threatening or abusing beneficiaries, family members or other staff.
    h. Protection of beneficiary confidentiality.
    i. Cooperate with complaint investigations.
iv. If a provider utilizes the services of volunteers and/or interns, written procedures shall be implemented which address:
    a. Recruitment.
    b. Screening and Selection.
    c. Training and orientation.
    d. Duties and assignments.
    e. Scope of practice.
    f. Supervision.
    g. Evaluation.
    h. Protection of beneficiary confidentiality.

v. 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.

IV. Definitions

A. The words and terms of this Agreement are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the H&S Code, Title 6.

1. ***"Abuse"*** means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medicaid program.

2. ***"Adolescents"*** means beneficiaries under age 21.

3. ***"Administrative Costs"*** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC-ODS program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Omni-Circular and the State Controller's Office Handbook of Cost Plan Procedures.

4. ***"Adult"*** means beneficiaries 21 years of age or over.

5. ***"Adverse benefit determination"*** means, in the case of an MCO, PIHP, or PAHP, any of the following:

   (1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for DMC-ODS criteria for services, appropriateness, setting, or effectiveness of a covered benefit.

(2) The reduction, suspension, or termination of a previously authorized service.

(3) The denial, in whole or in part, of payment for a service.

(4) The failure to provide services in a timely manner, as defined by the state.

(5) The failure of an MCO, PIHP, or PAHP to act within the timeframes provided in 42 CFR 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals.

(6) For a resident of a rural area with only one MCO, the denial of beneficiary's request to exercise their right, under 42 CFR 438.52(b)(2)(ii), to obtain services outside the network.

(7) The denial of a beneficiary's request to dispute a financial liability, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities.

6. ***"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, Cal. Code Regs., tit. 9, div. 4, chapter 8.

7. **"American Indian and Alaska Native (AI/AN)"** means any person defined in 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 CFR section 136.12.

8. ***"Ancillary Service"*** means to include individualized connection, referral, and linkages to community-based services and supports.

9. ***"Appeal"*** is the request for review of an adverse benefit determination.

10. ***"ASAM Criteria"*** means comprehensive set of guidelines for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. ***"Assessment"*** means activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. 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 beneficiary. Assessment services may include one or more of the following components:

    (1) Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

    (2) 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.

    (3) Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

12. ***"Authorization"*** is the approval process for DMC-ODS Services prior to the submission of a DMC claim.

13. ***"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.

14. ***"Beneficiary"*** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the current "Diagnostic and Statistical Manual of Mental Disorders (DSM)" criteria; and (d) meets the admission criteria to receive DMC covered services.

15. ***"Beneficiary/Enrollee Encounter Data"*** means the information relating to the receipt of any item(s) or service(s) by a beneficiary under a contract between a state and a MCO, PIHP, or PAHP that is subject to the requirements of 42 CFR §§438.242 and 438.818.

16. ***"Beneficiary Handbook"*** is the state developed model beneficiary handbook.

17. ***"Calendar Week"*** means the seven-day period from Sunday through Saturday.

18. ***"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 Cal Code Regs., tit. 22, section 51341.1.

19. ***"Complaint"*** means requesting to have a problem solved or have a decision changed because you are not satisfied. A complaint is sometimes called a grievance or an appeal.

20. ***"Contractor"*** means the county identified in the Standard Agreement or DHCS authorized by the County Board of Supervisors to administer substance use disorder programs.

21. ***"Corrective Action Plan (CAP)"*** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

22. ***"County"*** means the county in which the Contractor physically provides covered substance use treatment services.

23. ***"County of Responsibility"*** means the field in MEDS that indicates the county that has control of the case record in MEDS

and is the county that can make eligibility and demographic information updates to the MEDS record. This county has financial responsibility for behavioral health services, consistent with the county contract with DHCS. Providers can verify Medi-Cal eligibility in three ways: POS system (BIC Card reader), Automated Eligibility Verification system (AEVS) 1 or the Medi-Cal website.

24. ***"County Realignment Funds"*** means Behavioral Health Subaccount funds received by the County as per Gov. Code, § 30025.

25. ***"Days"*** means calendar days, unless otherwise specified.

26. ***"Dedicated Capacity"*** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide DMC-ODS services to persons eligible for Contractor services.

27. ***"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.

28. ***"DMC-ODS Services"*** means DMC-ODS services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Code sections 14124.24, 14184.100 *et* seq.; California's Medicaid State Plan; the CalAIM Section 1115 Demonstration Renewal Waiver; Section 1915(b) Waiver; BHIN 23-001.

29. ***"Drug Medi-Cal Organized Delivery System"*** is a Medi-Cal benefit in counties that choose to opt into and implement the program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the DMC-ODS Program criteria for services and reside in a county that opts into the program. Upon approval of an implementation plan, the state shall contract with the county to provide DMC-ODS services. The county shall, in turn, contract with DMC enrolled providers or provide county-operated services to provide all services outlined in the DMC-ODS. Counties may also contract with a managed care plan to provide services. Participating counties with the approval from the state may develop regional delivery systems for one or more of the required modalities or request flexibility in delivery system design or comparability of services. Counties may act jointly in order to deliver these services.

30. ***"Drug Medi-Cal Program"*** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.

31. ***"Drug Medi-Cal 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 Drug Medi-Cal certification termination notice.

32. ***"Early Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"*** means the federal mandate under Section 1905(r) of the Act, which requires the Contractor ensure that all beneficiaries under age 21 receive all applicable SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Nothing in the DMC-ODS limits or modifies the scope of the EPSDT mandate.

33. ***"Education and Job Skills"*** means linkages to life skills, employment services, job training, and education services.

34. ***"Emergency medical condition"*** 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:

    (1) Placing the health of the individual (or, for a pregnant beneficiary, the health of the beneficiary or their unborn child) in serious jeopardy.

    (2) Serious impairment to bodily functions.

    (3) Serious dysfunction of any bodily organ or part.

35. ***"Excluded Services"*** means services that are not covered under this Agreement.

36. ***"Expanded Substance Use Disorder Treatment Services"*** means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

37. ***"Face-to-Face"*** means a service occurring in person.

38. ***"Family Therapy"*** means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

39. ***"Federal Financial Participation (FFP)"*** means the share of federal Medicaid funds for reimbursement of DMC services.

40. ***"Final Settlement"*** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end claim for reimbursement of administrative and utilization review and quality assurance costs was accepted by the state. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

41. ***"Fraud"*** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or state law.

42. ***"Grievance"*** means an expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested, and the beneficiary's right to dispute an extension of time proposed by the MCO, PIHP or PAHP to make an authorization decision.

43. ***"Grievance and Appeal System"*** means the processes the MCO, PIHP, or PAHP implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them.

44. ***"Group Counseling"*** consists of contacts with multiple beneficiaries 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 beneficiaries at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A beneficiary 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 beneficiary 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.

45. ***"Hospitalization"*** means that a patient needs a supervised recovery period in a facility that provides hospital inpatient care.

46. "***Indian Health Service*** **(IHS)**" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

47. ***"Individual Counseling"*** consists of contacts with a beneficiary. 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 beneficiary by supporting the achievement of the beneficiary's treatment goals.

48. ***"Interim Settlement"*** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

49. ***"Key Points of Contact"*** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

50. ***"Long-Term Services and Supports (LTSS)"*** means services and supports provided to beneficiaries of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

51. ***"Licensed Practitioners of the Healing Arts (LPHA)"*** includes: includes any of the following: Physician, Nurse Practitioner (NP), Physician Assistant (PA), Registered Nurse, Registered Pharmacist, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT), and licensed-eligible practitioner registered with the Board of Psychology or Behavioral Science Board working under the supervision of a licensed clinician.

52. ***"Managed Care Organization (MCO)"*** means an entity that has, or is seeking to qualify for, comprehensive risk contract under Title 42 CFR part 438, and that is:

    (1) A Federally qualified HMO that meets the advance directives requirements of subpart l of part 489 of Title 42 CFR, Chapter 4, Subchapter G; or

    (2) Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions:

        (i) Makes the services it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity.

        (ii) Meets the solvency standards of the §438.116.

53. ***"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 Act.

54. ***"Maximum Payable"*** means the encumbered amount reflected on the Standard Agreement of this Agreement and supported by Exhibit B, Attachment I.

55. ***"Medical psychotherapy"*** means a counseling service to treat SUD other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.

56. ***"Medication Services"*** means the prescription or administration of medication related to SUD services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for 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.

57. **"*Medications for Addiction Treatment 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.

58. **"*Medications for Addiction Treatment 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 OUD.

59. ***"Modality"*** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the H&S Code.

60. ***"Network"*** means the group of entities that have contracted with the PIHP to provide services under this Agreement.

61. ***"Network Provider"*** means any provider, group of providers, or entity that has a network provider agreement with a MCO, PIHP, PAHP, or a subcontract, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the state's contract with an MCO, PIHP or PAHP. A network provider is not a subcontractor by virtue of the network provider agreement.

62. ***"Non-participating provider"*** means a provider that is not engaged in the continuum of services under this Agreement.

63. ***"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.

64. ***"Non-Quantitative Treatment Limitation (NQTL)"*** means a limit on the scope or duration of benefits that is not expressed numerically. Non-quantitative treatment limitations include:

    i. Medical management standards limiting or excluding benefits based on DMC-ODS criteria for services or medical appropriateness, or based on whether the treatment is experimental or investigative.
    ii. Formulary design for prescription drugs.
    iii. Network tier design.
    iv. Standards for provider admission to participate in a network, including reimbursement rates.
    v. Methods for determining usual, customary, and reasonable charges.
    vi. Refusal to pay for higher-cost therapies until it can be shown that a lower-cost therapy is not effective (also known as fail-first policies or step therapy protocols.
    vii. Exclusions based on failure to complete a course of treatment.
    viii. Restrictions based on geographic location, facility type, provider specialty, and other criteria that limit the scope or duration of benefits for services.

ix. Standards for providing access to out-of-network providers.

65. ***"Nonrisk Contract"*** means a contract between the state and a PIHP or PAHP under which the Contractor:

(1) Is not at financial risk for changes in utilization or for costs incurred under the contract that do not exceed the upper payment limits specified in 42 CFR 447.362.

(2) May be reimbursed by the state at the end of the contract period on the basis of the incurred costs, subject to the specified limits.

66. ***"Notice of Adverse Benefit Determination (NOABD)"*** means a formal communication of any action and consistent with 42 CFR 438.404 and 438.10.

67. ***"Observation"*** means the process of monitoring the beneficiary'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 beneficiary's health status.

68. ***"Overpayment"*** means any payment made to a network provider by a MCO, PIHP, or PAHP to which the network provider is not entitled to under Title XIX of the Act or any payment to a MCO, PIHP, or PAHP by a state to which the MCO, PIHP, or PAHP is not entitled to under Title XIX of the Act.

69. ***"Patient Education"*** means education for the beneficiary on addiction, treatment, recovery and associated health risks.

70. ***"Participating Provider"*** means a provider that is engaged in the continuum of services under this Agreement.

71. ***"Payment Suspension"*** means the Drug Medi-Cal 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.

72. ***"Peer Support Services"*** means 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 beneficiaries through strength-based coaching, support linkages to community resources, and to educate beneficiaries and their families about their conditions and the process of recovery. Medi-Cal Peer Support Services consist of Educational Skill Building Groups, Engagement and Therapeutic Activity services.

73. ***"Peer Support Specialist"*** means an individual in recovery with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification and must meet all other applicable California state requirements, including ongoing education requirements. Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

74. ***"Performance"*** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit A, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), if applicable, in expending funds for the provision of SUD services hereunder.

75. ***"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)).

76. ***"Physician"*** as it pertains to the supervision, collaboration, and oversight requirements in sections 1861(aa)(2)(B) and (aa)(3) of the Act, a doctor of medicine or osteopathy legally authorized to practice medicine or surgery in the State in which the function is performed.

77. ***"Physician services"*** means services provided by an individual licensed under state law to practice medicine.

78. ***"Plan"*** means any written arrangement, by one or more entities, to provide health benefits or medical care or assume legal liability for injury or illness.

79. ***"Postpartum"*** as defined for DMC purposes, means the 365-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 365th day occurs.

80. ***"Postservice Postpayment (PSPP) Utilization Review"*** means the review for 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 Article III.XX of this Agreement.

81. ***"Potential Beneficiary/Enrollee"*** means a Medicaid beneficiary who is subject to mandatory enrollment or may voluntarily elect to enroll in a given MCO, PIHP, PAHP, PCCM or PCCM entity, but is not yet a beneficiary of a specific MCO, PIHP, PAHP, PCCM, or PCCM entity.

82. ***"Preauthorization"*** means approval by the Plan that a covered service is medically necessary.

83. ***"Prepaid Ambulatory Health Plan (PAHP)"*** means an entity that:

    (1) Provides services to beneficiaries under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

    (2) Does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its beneficiaries; and

    (3) Does not have a comprehensive risk contract.

84. ***"Prepaid Inpatient Health Plan (PIHP)"*** means an entity that:

(1) Provides services to beneficiaries under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

(2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries.

(3) Does not have a comprehensive risk contract.

85. ***"Prescription drugs"*** means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

(1) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of this professional practice as defined and limited by Federal and State law.

(2) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act.

(3) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

86. ***"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.

87. ***"Primary Care Case Management Entity (PCCM entity)"*** means an organization that provides any of the following functions, in addition to primary care case management services, for the state:

(1) Provision of intensive telephonic or face-to-face case management, including operation of a nurse triage advice line.

(2) Development of beneficiary care plans.

(3) Execution of contracts with and/or oversight responsibilities for the activities of FFS providers in the FFS program.

(4) Provision of payments to FFS providers on behalf of the State.

(5) Provision of beneficiary outreach and education activities.

(6) Operation of a customer service call center.

(7) Review of provider claims, utilization and practice patterns to conduct provider profiling and/or practice improvement.

(8) Implementation of quality improvement activities including administering beneficiary satisfaction surveys or collecting data necessary for performance measurement of providers.

(9) Coordination with behavioral health systems/providers.

(10) Coordination with long-term services and supports systems/providers.

88. ***"Primary Care Case Manager (PCCM)"*** means a physician, a physician group practice or, at State option, any of the following:

(1) A physician assistant

(2) A nurse practitioner

(3) A certified nurse-midwife

89. ***"Primary care physician (PCP)"*** means a Physician responsible for supervising, coordinating, and providing initial and Primary Care to patients and serves as the medical home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, or obstetrician/gynecologist.

90. ***"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.

91. ***"Projected Services"*** means the number of reimbursable of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

92. ***"Provider"*** means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the state in which it delivers the services.

93. ***"Provider-preventable condition"*** means a condition that meets the definition of a health care-acquired condition — a condition occurring in any inpatient hospital setting, identified as a health care-acquired condition by the Secretary under section 1886(d)(4)(D)(iv) of the Act for purposes of the Medicare program identified in the State Plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Act; other than Deep Vein Thrombosis /Pulmonary Embolism as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients — or an "other provider-preventable condition," which is defined as a condition occurring in any health care setting that meets the following criteria:

    (1) Is identified in the State Plan.

    (2) 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.

    (3) Has a negative consequence for the beneficiary.

    (4) Is auditable.

    (5) Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.

94. **"Quality Assessment/Utilization Review (QA/UR)"** 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:

(1) Such services are or were reasonable and medically necessary and whether such services and items are allowable.
(2) The quality of such services meets professionally recognized standards of health care.

95. ***"Quantitative Treatment Limitation (QTL)"*** means a limit on the scope or duration of a benefit that is expressed numerically.

96. ***"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.

97. ***"Recovery monitoring"*** means recovery coaching, monitoring designed for the maximum reduction of the beneficiary's SUD.

98. ***"Recovery Services"*** means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary'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 beneficiaries.

99. ***"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 beneficiary to their best possible functional level.

100. ***"Relapse"*** means a single instance of a beneficiary's substance use or a beneficiary's return to a pattern of substance use.

101. ***"Relapse Trigger"*** means an event, circumstance, place or person that puts a beneficiary at risk of relapse.

102. ***"Revenue"*** means Contractor's income from sources other than the state allocation.

103. ***"Safeguarding medications"*** means facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

104. ***"Service Area"*** means the geographical area under the Contractor's jurisdiction.

105. ***"Service Authorization Request"*** means a beneficiary's request for the provision of a service.

106. ***"Short-Term Resident"*** means any beneficiary receiving residential services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services.

107. **"*Significant Change*"** means a when there is an increase or decrease in the amount or types of services that are available, or if there is an increase or decrease in the number of network providers, or if there is any other change that would impact the benefits available through this contract, or when there is a change in the scope of Drug Medi-Cal ODS services covered by this contract.

108. ***"State"*** means the Department of Health Care Services or DHCS.

109. ***"State Hearing"*** means a hearing provided by the State to beneficiaries 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.

110. ***"Subcontract"*** means an agreement between the Contractor and its subcontractors.

111. ***"Subcontractor"*** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.

112. ***"Substance Use Disorder Crisis Intervention Services"*** means contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

113. ***"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.

114. ***"Substance Use Disorder Medical Director"*** has the same meaning as in Cal. Code Regs., tit. 22, § 51000.24.4.

115. ***"Support Groups"*** means linkages to self-help and support, spiritual and faith-based support.

116. ***"Support Plan"*** means a list of individuals and/or organizations that can provide support and assistance to a beneficiary to maintain sobriety.

117. ***"Telehealth"*** means contact with a beneficiary 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.

118. ***"Telephone"*** means contact with a beneficiary via synchronous, real-time audio-only telecommunications systems.

119. ***"Temporary Suspension"*** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

120. ***"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 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area.

121. ***"Transportation Services"*** means provision of or arrangement for transportation to and from medically necessary treatment.

122. ***"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.

(1) Tribal 638 providers enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider shall 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 this IN.

(2) Tribal 638 providers enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider, shall do so 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 shall appear on the "List of Tribal Federally Qualified Health Center Providers".

123. ***"Unit of Service"*** means:

(1) For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a beneficiary in 15-minute increments on a calendar day.

(2) For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for substance use disorders per visit or in 15-minute increments.

(3) For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and Cal. Code Regs., tit. 9, chapter 4, commencing with § 10000.

(4) For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

(5) For residential services, providing 24-hour daily service, per beneficiary, per bed rate.

(6) For withdrawal management per beneficiary per visit/daily unit of service.

124. ***"Urban Indian Organizations (UIO)"*** – Means 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 U.S. Code, tit. 25, chapter 18, § 1653(a).

125. ***"Urgent care"*** means a condition perceived by a beneficiary 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.

126. ***"Utilization"*** means the total actual ~~units of~~ service used by beneficiaries and participants.

V. Contractor Specific Requirements

In addition to the general requirements outlined in Exhibit A, Attachment I, the Contractor agrees to the following Contractor specific requirements:

A. Covered Services

The Contractor shall arrange, provide, or subcontract for the following medically necessary DMC-ODS Covered Services, as they are outlined in Article III.D of Exhibit A, Attachment I, in the Contractor's service area,

and in compliance with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities.

1. Alcohol and Drug Screening, Assessment, Brief Intervention, Referral to Treatment and Early Intervention Services (ASAM Level 0.5).
2. Outpatient Treatment Services (ASAM Level 1.0).
3. Intensive Outpatient Treatment Services (ASAM Level 2.1).
4. 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 Article III, Section S.7.v.
5. Inpatient Treatment Services (ASAM 3.7).
6. Withdrawal Management (ASAM 3.2-WM).
7. Opioid (Narcotic) Treatment Program Services (OTP/NTP)
8. Recovery Services.
9. Medi-Cal Peer Support Services.
10. Care Coordination.
11. Clinician Consultation Services.
12. Medications for Addiction Treatment (also known as Medication Assisted Treatment or MAT).
13. Contingency Management Services.

B. Access to Services

In addition to the general access to services requirements outlined in Article III.F of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific access to services requirements:

1. Beneficiary Access Line (BAL)
    i. The Contractor shall provide a toll-free 24/7 BAL to beneficiaries seeking access to covered DMC-ODS services.
    ii. The Contractor's BAL shall provide oral and audio-logical (TTY/TDY) translations in the beneficiary's primary language.
    iii. The Contractor shall publish the BAL information on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.
    iv. The BAL shall provide 24/7 referrals to services for urgent conditions and medical emergencies.
2. The Contractor shall allow the beneficiary point of entry through the BAL. Alternatively, the Contractor shall allow beneficiaries to appear in person at any Contractor-operated or subcontracted DMC-ODS service provider.
    i. BAL Point of Entry
        a. The Contractor shall screen beneficiaries over the

phone to determine whether there is sufficient information to make a referral to the appropriate level of care.

ii. In the event the referral cannot be determined through the BAL, the Contractor's BAL shall refer and coordinate the beneficiary to a contractor-operated SUD site or subcontracted DMC-ODS service provider for a determination.
   a. Beneficiaries screened as having an urgent need (non-emergency) will be referred for an appointment with a qualified staff within 48 hours.
   b. The BAL shall be staffed by registered or certified alcohol or other drug counselors or LPHAs during normal business hours.
   c. The Contractor shall provide eligible, non-urgent beneficiaries an appointment with the appropriate LOC provider within 10 business days from the initial referral.

iii. Contractor-operated and subcontracted DMC-ODS service provider Point of Entry
   a. The Contractor shall ensure beneficiaries:
      i. May receive in person screening, assessment, and referral at designated contractor-operated or subcontracted DMC-ODS provider sites.
      ii. May be referred by:
         1. The BAL
         2. County behavioral health site(s)
         3. DMC-ODS subcontracted providers
         4. Community Partners
   b. The contractor-operated and subcontracted DMC-ODS provider site(s) shall be staffed by AOD counselors or LPHAs.
   c. The Contractor shall ensure the ASAM Criteria level of care determination is used to obtain relevant information to identify initial treatment needs to link beneficiaries to the most appropriate LOC.
      i. The beneficiary may choose to receive DMC-ODS services at the designated contacted 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 subcontracted DMC-ODS providers shall inform beneficiaries of the benefits to which they are entitled.

iv. If the beneficiary appears in person, the contractor-operated or subcontracted DMC-ODS providers shall allow beneficiaries to receive same-day screenings, assessments, and referral, if available.

1. In the event the beneficiary's ASAM screening determines the need for a LOC not offered by the DMC-ODS provider, the contractor-operated or subcontracted DMC-ODS provider shall provide:
   a. The beneficiary a warm hand-off to the appropriate DMC-ODS provider.
   b. The completed ASAM tool to the appropriate DMC-ODS provider.

C. Coordination of Care

In addition to the general coordination and continuity of care requirements outlined in Article III.G of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific coordination and continuity of care requirements:

1. Transitions to Other Levels of Care
   i. The Contractor's and/or subcontractor's care coordinators shall ensure the transition of the beneficiaries to appropriate LOC. This may include step-up or step-down in covered DMC-ODS services. Care coordinators shall provide warm hand-offs and transportation to the new LOC when medically necessary.
   ii. The Contractor's and/or subcontractor's 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.

iii. The initial treating provider shall be responsible for arranging care coordination services and communicating with the next provider to ensure smooth transitions between LOCs.

iv. The Contractor shall manage a beneficiary's transition of care to a DMC-ODS provider when that beneficiary 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.

v. The Contractor shall manage a beneficiary's transition of care to a DMC-ODS provider when that beneficiary has received, and no longer requires, inpatient SUD services (ASAM level 3.7 and 4.0 services) in a subcontracted Chemical Dependency Recovery Hospital (CDRH) or Acute Freestanding Psychiatric hospital.

D. Inpatient Services

1. 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 CFR Part 2 compliant releases are in place to coordinate care with inpatient facilities.

E. Medi-Cal Peer Support Services

1. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal beneficiaries. Contractor's provision of Medi-Cal 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. Contractor's provision of Peer Support Services and implementation of a Medi-Cal Peer Support Specialist Certification Program shall further conform to the applicable requirements of BHIN 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to Welfare & Institutions Code section § 14045.21.
2. Voluntary Participation and Funding.
   i. The Contractor shall fund the nonfederal share of any applicable expenditures, since the Contractor has opted to implement Peer Support Services and participate in the Peer Support Specialist Certification Program set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and

Institutions Code. The Contractor's local share utilized to fund Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not be considered an increase in costs mandated by the 2011 realignment legislation.

3. Provision of Medi-Cal Peer Support Services
   i. Medi-Cal Peer Support Services may be provided face-to-face, by telephone or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.
   ii. 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 beneficiary may not present during the delivery of Peer Support Services, but remains the focus of the service.
4. Medi-Cal Peer Support Specialists
   i. Contractor shall ensure that Medi-Cal Peer Support Services are provided by certified Medi-Cal Peer Support Specialists as established in BHIN 21-041.
5. Behavioral Health Professional and Medi-Cal Peer Support Specialist Supervisors.
   i. The Contractor shall ensure that Medi-Cal Peer Support Specialists provide services under the direction of a Behavioral Health Professional.
6. 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.
   i. Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041.
7. Practice Guidelines.
   i. Counties shall require Medi-Cal 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), which may be accessed electronically through the following Internet World Wide Web connection: www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services.

8. 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 Welfare and Institutions Code and departmental guidance, including BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:
   i. Submits to the department a Medi-Cal Peer Support Specialist Program plan in accordance with Enclosure 2 of BHIN 21-041 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.
   ii. Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.
   iii. Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041.Reports shall cover the fiscal year and shall be submitted by the following December 31st.
9. Effective January 1, 2022, as described in SPA 21-0058, and BHIN 23-001 peer-to-peer services or services delivered by peers are no longer covered or reimbursable as a component of Recovery Services.

F. Contingency Management Services

No sooner than October 1, 2022 and 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 in pursuant to W&I §14184.102(d).

Exhibit B
Budget Detail and Payment Provisions

Part I - General Fiscal Provisions

Section 1 - General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Article III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder (SUD) services covered by this Agreement.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Intergovernmental Agreement may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Agreement were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Agreement based on the actual congressional appropriation.

E. Budget Contingency Clause

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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

F. In the event an amendment to this Agreement is required pursuant to the preceding paragraph, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D). To the extent the Contractor is notified of DHCS Budget Act allocation prior to the execution of the Agreement, DHCS and the Contractor may agree to amend the agreement after the issuance of the first revised allocation.

G. Expense Allowability/Fiscal Documentation

1. Invoices for Plan Administration and Utilization Review/Quality Assurance, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed for Plan Administration and Utilization Review/Quality Assurance pursuant to this Agreement to permit a determination of expense allowability.

3. If the allowability or appropriateness of an expense for Plan Administration or Utilization Review/Quality Assurance cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses for Plan Administration or Utilization Review/Quality Assurance deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Article III.KK of Exhibit A, Attachment I, California's Medicaid State Plan, California's Section 1915(b) Waiver, and California's Section 1115 5-Year Demonstration Waiver.

Section 2 - General Fiscal Provisions - DMC-ODS

A. Amendment or Cancellation Due to Insufficient Appropriation

This Agreement is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC-ODS program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Agreement or to amend the Agreement to reflect any reduction of funds.

Exhibit B
Budget Detail and Payment Provisions

B. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Agreement.

C. Allowable costs

Allowable costs for Plan Administration and Utilization Review/Quality Assurance shall be determined in accordance California's Medical Assistance Program Cost Allocation Plan.

Exhibit B
Budget Detail and Payment Provisions

Part II - Reimbursements

Section 1 - General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the State of California Standard Agreement form STD 213 DHCS.

2. Reimbursement shall be made for substance use disorder services covered under this agreement and allowable expenses for Plan Administration and Utilization Review/Quality Assurance up to the amount annually encumbered for the state fiscal year in which substance use disorder services are performed and/or Plan Administration or Utilization Review/Quality Assurance costs are incurred.

3. For each fiscal year, DHCS shall settle Plan Administration and Utilization Review/Quality Assurance costs the Contractor based on each fiscal year-end DHCS 100187 and DHCS 100186.

Section 2 - DMC-ODS Services

A. To the extent that the Contractor provides the covered services in a satisfactory manner, in accordance with the terms and conditions of this Agreement, and submits claims in accordance with the requirements of Article II, of Attachment I to Exhibit A, DHCS agrees to pay the Contractor at the rates specified for those services in the Medicaid State Plan and/or applicable waivers.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the Welfare and Institutions (W&I) Code, the Health and Safety Code (HSC), California's Medicaid State Plan, California's Section 1915(b) Waiver, and California's Section 1115 5-Year Demonstration Waiver.

C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services, **including the requirements specified in this Agreement,** shall be sufficient cause for DHCS to deny payments, to recover payments, and/or terminate the Contractor or its subcontractor from DMC-ODS program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General

Exhibit B
Budget Detail and Payment Provisions

Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code, California's Medicaid State Plan, California's Section 1915(b) Waiver, and California's Section 1115 5-Year Demonstration Waiver.

D. Before a denial, recoupment, or disallowance is made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken. This requirement does not apply to the DMC-ODS Post service Post payment Utilization Reviews.

E. DHCS shall refund to the Contractor any recovered Federal DMC-ODS overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.

F. Contractor shall be reimbursed by DHCS for Plan Administration and Utilization Review/Quality Assurance on the basis of its actual net reimbursable cost.

G. Claims submitted to the Contractor by a subcontractor that is not certified or whose certification has been suspended pursuant to the W&I Code section 14107.11 and 42 CFR 455.23, shall be sufficient cause for DHCS to deny payments or to recover payments. Payments for any DMC-ODS services shall be held by the Contractor until the payment suspension is resolved.

H. DHCS will adjust subsequent reimbursements to the Contractor for Plan Administration and Utilization Review/Quality Assurance to actual allowable costs. Actual allowable costs are defined in the DHCS Medical Assistance Program Cost Allocation Plan.

I. Contractors must accept as payment in full the amounts paid by DHCS in accordance with this Agreement The Contractors may not demand any additional payment from DHCS, ~~client,~~ or other third party payers, except as required or consistent with law.

J. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

Exhibit B
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1 - General Fiscal Audit Requirements

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Agreement.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Objectives of such audits may include, but not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.

2. To validate data reported by the Contractor for prospective agreement negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of plan administration and utilization review and quality assurance activities.

5. To determine that expenditures are made in accordance with applicable state and federal laws, regulations, and Agreement requirements.

6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.

D. The refusal of the Contractor or its subcontractors to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

Exhibit B
Budget Detail and Payment Provisions

Section 2 - DMC-ODS Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC-ODS programs to accomplish any of, but not limited to, the following audit objectives:

   1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.

   2. To ensure that only the cost of allowable DMC-ODS activities are included in reported costs.

   3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC-ODS cost per unit.

   4. To review documentation of units of service and determine the final number of approved units of service.

   5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC-ODS reimbursement.

B. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

C. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.

D. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

   If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Exhibit A, Attachment I and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I

Exhibit B
Budget Detail and Payment Provisions

Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

E. Providers of DMC-ODS services shall, upon request, make available to DHCS their fiscal and other records to assure that such providers have adequate recordkeeping capability. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation.
2. Fiscal, medical, and other recordkeeping systems.
3. Federal income tax status.
4. Asset acquisition, lease, sale, or other action.
5. Franchise or management arrangements.
6. Patient service charge schedules.
7. Costs of operation.
8. Cost allocation methodology.
9. Amounts of income received by source and purpose.
10. Flow of funds and working capital.

G. Contractor shall retain records of utilization review activities, required in Exhibit A, Attachment I, Article III.II herein, for a minimum of ten (10) years.

Exhibit B
Budget Detail and Payment Provisions

Part IV - Records

Section 1 - General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit Agreement performance and compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for ten years. When an audit by the Federal Government, DHCS, or the California State Auditor has been started, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Article II and Article III.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.
   The Contractor shall retain all records required by W&I Code section 14124.1, 42

CFR 433.32, Exhibit A, Attachment I, California's Medicaid State Plan, California's Section 1915(b) Waiver, and California's Section 1115 5-Year Demonstration Waiver for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under Exhibit A, Attachment I, Article III other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the Agreement number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Exhibit A, Attachment I and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective agreement negotiations.

Exhibit B, Attachment I
Funding Amounts

Fiscal Year 2023-24	Funding Amount
	Original
State General Funds (7/1/23 to 6/30/24)	
Non Perinatal ODS Waiver SGF** (08)	48,000
Perinatal ODS Waiver SGF** (09)	5,400
Administration Costs & QA/UR SGF** (603)	8,010
TOTAL	**61,410**
Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)	
Non Perinatal Federal Share (01)	448,920
Perinatal Federal Share (03)	22,470
Administration Costs & QA/UR (603)	70,700
TOTAL	**542,090**
GRAND TOTAL	**603,500**

Fiscal Year 2024-25	Funding Amount
	Original
State General Funds (7/1/24 to 6/30/25)	
Non Perinatal ODS Waiver SGF** (08)	48,000
Perinatal ODS Waiver SGF** (09)	5,400
Administration Costs & QA/UR SGF** (603)	8,010
TOTAL	**61,410**
Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)	
Non Perinatal Federal Share (01)	448,920
Perinatal Federal Share (03)	22,470
Administration Costs & QA/UR (603)	70,700
TOTAL	**542,090**
GRAND TOTAL	**603,500**

Fiscal Year 2025-26	Funding Amount
	Original
State General Funds (7/1/25 to 6/30/26)	
Non Perinatal ODS Waiver SGF** (08)	48,000
Perinatal ODS Waiver SGF** (09)	5,400
Administration Costs & QA/UR SGF** (603)	8,010
TOTAL	**61,410**
Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)	
Non Perinatal Federal Share (01)	448,920
Perinatal Federal Share (03)	22,470
Administration Costs & QA/UR (603)	70,700
TOTAL	**542,090**
GRAND TOTAL	**603,500**

Fiscal Year 2026-27	Funding Amount
	Original
State General Funds (7/1/26 to 6/30/27)	
Non Perinatal ODS Waiver SGF** (08)	48,000
Perinatal ODS Waiver SGF** (09)	5,400
Administration Costs & QA/UR SGF** (603)	8,010
TOTAL	**61,410**
Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)	
Non Perinatal Federal Share (01)	448,920
Perinatal Federal Share (03)	22,470
Administration Costs & QA/UR (603)	70,700
TOTAL	**542,090**
GRAND TOTAL	**603,500**

Original Four-Year Total	**2,414,000**

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Exhibit D(F)
Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section10115.10.

d. The Contractor and/or Subcontractor shall 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 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 shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must

supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing

rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to

acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services.

This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is

currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS

and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

   The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR 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 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. 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 work place.

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.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

24. 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.

25. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. “Four Digit Date compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

28. 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.

29. 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 Military and Veterans Code Section 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 Military and Veterans Code section 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the Department of General Services (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.

(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.

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 Military and Veterans Code § 999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), al 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 Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5(d). (PCC§ 10230.)

30. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

(2) Director's and executive committee member's fees.

(3) Incentive awards and/or bonus incentive pay.

(4) Allowances for off-site pay.

(5) Location allowances.

(6) Hardship pay.

(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided

they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.

(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

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 shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

37. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially

affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐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)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Amendment Process

A. The Department of Health Care Services (DHCS) may amend the Intergovernmental Agreement (IA).

B. Should either DHCS or the Contractor, during the term of this IA, desire any amendments to this IA, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through DHCS' official agreement amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

C. Any proposed amendments to the IA shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year.

1) The proposed amendment submitted by the Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.

2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.

D. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable IA amendment on or before June 30th of the final year of the IA.

E. DHCS may settle costs for DMC-ODS services based on the year-end cost settlement report as the final amendment to the approved IA.

2. Cancellation / Termination

A. This IA may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.

B. DHCS reserves the right to cancel or terminate this IA immediately for cause. The Contractor may submit a written request to terminate this IA only if DHCS substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor failed to meet any terms, conditions, and/or responsibilities of this IA.

Exhibit E
Additional Provisions

D. IA termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this IA and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

G. In the event of changes in law that affect provisions of this IA, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this IA are severable and in the event that changes in law render provisions of the IA void, the unaffected provisions and obligations of this IA will remain in full force and effect.

H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, of this IA:

1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements for participation in DMC-ODS, the DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, of this IA for cause.

2) All obligations to provide covered services under this IA will automatically terminate on the effective date of any termination of this IA. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the IA.

Contractor shall remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.

3) In the event this IA is nullified, cancelled, or terminated, the Contractor shall refer DMC beneficiaries to providers who are enrolled to provide DMC State Plan services.

I. In the event this IA is nullified, cancelled, or terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of

this IA to DHCS, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

A. 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.

B. Conflicts of interest include, but are not limited to:

1) 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 IA would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the IA.

2) 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.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide 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.

D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this IA.

4. Freeze Exemptions

A. Contractor agrees that any hiring freeze adopted during the term of this IA shall not be applied to the positions funded, in whole or part, by this IA.

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this IA.

C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this IA shall not restrict travel funded, in whole or part, by this IA.

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this IA shall not restrict or limit purchases funded, in whole or part, by this IA.

5. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either parties. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other 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, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

6. Identification of Contractor versus Subrecipient

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

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.

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 18. 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. Nondisclosure

9.1.1. 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.

9.2. Safeguards and Security

9.2.1. 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.

9.2.2. 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[1], is available online; updates will be available online through the Computer Security Resource Center website[2].

9.2.3. 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 through the Cryptographic Module Validation Program[3]. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

[1] https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final
[2] https://csrc.nist.gov/publications/sp800
[3] https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search

9.2.4. 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.

9.2.5. 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.

9.2.6. 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.

9.3. 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. 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.

15. 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 DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, 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.

17. 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.

18. 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:

18.1. Notice to DHCS

18.1.1. 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.

18.1.2. 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:

18.1.2.1. Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2. Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3. Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4. Potential loss of confidential information affecting this Agreement.

18.1.3. 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 18.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website[4] online.

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form[5]" and shall include all information known at the time the incident is reported. The form is available online.

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

18.1.3.1. Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

[4] https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx
[5] https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

18.2. Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3. 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.

18.3.1. 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.

18.4. 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.

18.5. 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.

18.6. 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.

18.6.1. DHCS Program Contract Manager

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.

18.6.2. DHCS Privacy Office

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

18.6.3. DHCS Information Security Office

Information Security Office
Department of Health Care Services
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. 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.

20. Audits, Inspection and Enforcement

20.1. 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.

20.2. 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.

21. Termination

21.1. Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1. 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

21.1.2. Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2. 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.

22. Miscellaneous Provisions

22.1. 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.

22.2. Amendment

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.

22.2.1. Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3. 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.

22.4. No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5. 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.

22.6. 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.

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
Mariposa	CA

Date Executed

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Cassandra (Beth) Koontz Scaffidi, JD, PHD on the Code Compliance Advisory Committee; and Appoint Karen Blau-Monroe to the Code Compliance Advisory Committee as a member with a Term Expiring February 28th, 2025

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Cassandra (Beth) Koontz Scaffidi, JD, PHD on the Code Compliance Advisory Committee; and Appoint Karen Blau-Monroe to the Code Compliance Advisory Committee as a member with a Term Expiring February 28th, 2025

Vacancies and terms have been noticed according to the Maddy Act. As Scaffidi's vacancy will leave a partial term open it has been noticed.
With this action there will be one (1) vacancy on this committee, which is currently being advertised.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Scaffidi was appointed to the committee on February 07, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint an interested party to serve and continue to advertise vacancies. If an appointment is not made, vacancies will continue, the committee will not have full community representation and could possibly result in a lack of quorum.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230821 BKScaffidi Redact Resignation Letter**
2. **230810 Blau-Monroe Redact Application**
3. **230830 CCAC Special Vacancy Notice 1**

Cassandra (Beth) Koontz Scaffidi, JD, PhD

RECEIVED
AUG 2 1 2023
Mariposa County Planning Department

Mariposa County Planning Department
5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338

August 19, 2023

Re: Withdrawal from Code Compliance Advisory Committee

Dear Mariposa County Planning Department and CCAC Members,

Unfortunately, the course schedule that has just been finalized for my department will have me teaching both fall and spring semesters in Merced on Wednesday afternoons during our meeting times. Since these are lab-based courses, scheduling is further complicated by some extensive clean-up after lab sessions that would not permit me to make our meeting times—even late. For that reason, I should step down from the committee and make room for someone whose schedule permits them to serve more fully than I will be able to this year. Even without the teaching engagements, the after-school time slot is becoming increasingly difficult to manage.

If scheduling changes on your end or on mine, I would be delighted to revisit the possibility of my service on the CCAC. I have enjoyed learning from the CCAC meetings, and I hope I have the opportunity to serve Mariposa in other ways in the immediate and more distant future. Please stay in touch if there are any issues in my wheelhouse that I might assist with.

Sincerely,

Cassandra (Beth) K. Scaffidi

RECEIVED

AUG 10 2023

Mariposa County Planning Department

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Karen Blau-Monroe	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip:

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

My interest is in the safety of my Community. Working on keeping everyone safe and in a healthy environment. Also to expand my knowledge with Code Compliance Advisory Committee.

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ☒ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ☒ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ☒ Yes ☐ No

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

N/A

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, staff, the Planning Commission and the Board of Supervisors). ☒ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☒ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☒ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☒ Yes ☐ No

e. Review and understand due process requirements. ☒ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☒ Yes ☐ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☒ Yes ☐ No

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

N/A

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What are those?**

I can run a board meeting ither zoom or in person. My Commendication skills and able to speak in Public are wide.

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

I am able to do both.

6. **Are you able to devote time to review meeting packets ahead of meetings?**

I have Experince with that thru the Monterey County Community health Center board.

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

If Choosen I am willing and able to learn all the knowledge with the Code Compliance advisory Commitee.

Signature: [signature] Date: 8/5/2025

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Code Compliance Advisory Committee

Supervisorial District in which you Reside: Mariposa

Length of Residency in the County: 1yr 6 months

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Karen

Last Name: Blau-Monroe

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: Disabled

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I would like to expand my knowledge with the Code Compliance Advisory Committee.

Please list prior/current appointments to other Boards/Commissions/Committees:
I was president position with the Monterey County Community health center Board. I had to resign due to moving out of Monterey County. I served on the board for 10 years

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Serving on the Monterey County Community health Center board I have experienced board meetings with the head supervisors of the health dept.

I have helped with decisions about the health part of Monterey County. Also have authorized on building being remodel learning and have knowledge of permits.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? NO

If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Open	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 8/5/2023 Signature: Karen Bau-Munroe

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County

STEVE ENGFER
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

SPECIAL NOTICE OF VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

There is one (1) vacancy that currently exists on The Code Compliance Advisory Committee (CCAC), which is to fill a remaining term that will expire February 28, 2025.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board PO Box 784 Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 8/30/23 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Nancy Parke to the Midpines Planning Advisory Committee as a member with a Term Expiring February 28, 2025 (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Appoint Nancy Parke to the Midpines Planning Advisory Committee as a member with a Term Expiring February 28, 2025 (Supervisor Smallcombe).

Parke has expressed interest in serving and is eligible.

Appointment, term expiration, and vacancy have been advertised according to the Maddy Act.

With this action there will be no vacancies on this Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary that recommendations for citizens' advisory appointments are made by the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not appointing this position could result in a lack of a quorum for the Committee.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230919 Nancy Parke Redact Application**
2. **230214 Midpines Vacancy 1**

RECEIVED

SEP 19 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Midpines Planning Advisory Committee

Supervisorial District in which you Reside: 1

Length of Residency in the County: 20 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: NANCY

Last Name: PARKE

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number: None

Please explain why you wish to serve on this Board/Commission/Committee:
I would like to make a contribution to my community.

Please list prior/current appointments to other Boards/Commissions/Committees:
None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Systems Analyst - Alameda County, Bank of America, and UC Office of the President

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No

If Yes, please explain:

Resumé Attached: No

Time(s) you have available to attend meetings (days, evenings, etc.): Wednesday evenings

Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 9/12/2023 Signature: Nancy L. Parker

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF VACANCY ON THE MIDPINES PLANNING ADVISORY COMMITTEE

One (1) vacancy currently exists on the Midpines Planning Advisory Committee.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

The purpose of the Committee is to prepare and recommend a Community Plan to the Mariposa County Planning Commission; prepare and recommend applicable implementation regulations for the Plan – such as zoning and design review – to be adopted by the Board of Supervisors; and to make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.

The appointment term is for two years.

Members must be employed, reside, own property, own a business or be a qualified elector within the geographic boundaries of Midpines Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line.

Completed applications need to be sent to the Clerk of the Board, Danielle Bondshu, by mail at P. O. Box 784, Mariposa, CA 95338, or email dbonshu@mariposacounty.org

Posting Locations for this notice:

Midpines Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Posting Date: 2/14/23 Deadline for Submission: **Open Until Filled**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-539

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with the County of Madera for the Placement and Detention of Mariposa County Youth at the Madera County Juvenile Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the County of Madera for the Placement and Detention of Mariposa County Youth at the Madera County Juvenile Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Juvenile Detention Facility is a 96-hour special purpose facility. Minors who have been ordered by the court detained past 96 hours must be held at a full service juvenile hall. Madera County has agreed to hold Mariposa County minors when necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The BOS has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible.

In 2007, Resolution 2007-530 - was adopted by the BOS as a reoccurring agreement with Madera County to house Mariposa County youth.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved Mariposa County Probation would be forced to seek an alternative detention facility that might be further away from Mariposa and or have programming less suitable for the needs of our youth.

FINANCIAL IMPACT

There is no impact to the general fund. All funds for the detention and housing of youth are contained within the Probation Department's current budget.

ATTACHMENTS

1. **Master Contract 19**
2. **(Rev. 8.15.23) Mariposa Co Ward Housing (CRM 50317) 4894-5909-0808 1**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

BOARD OF SUPERVISORS
COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 10342 Master Contract No. 019

Date: September 14, 2010

In the Matter of CONSIDERATION OF APPROVAL OF MASTER CONTRACT NO. 019, FOR JUVENILE HALL AND CORRECTIONAL CAMP PLACEMENTS FOR OTHER COUNTIES, COUNTY COUNSEL DEPARTMENT.

Upon motion of Supervisor Moss, seconded by Supervisor Dominici, it is ordered that the attached be and it is hereby adopted as shown, and the Chairman is authorized to execute said agreements.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES:	Supervisors Bigelow, Moss, Dominici, Rodriguez and Wheeler.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Distribution:

✓County Counsel (via Michelle Garvin)
Probation (via County Counsel)
Contract Binder (Sarah Anderson)
Granicus

ATTEST: TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

By _____
Assistant Clerk

MJG

MADERA COUNTY MASTER CONTRACT NO. 019
(Juvenile Detention Facility and Correctional Camp: Placement from Other Counties)

AGREEMENT

1. **DEFINITIONS**.

1.01 "FACILITY" means the Madera County Juvenile Detention Facility, a boys and girls juvenile facility, established pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the California Welfare and Institutions Code (commencing with section 850), which is located at 28219 Avenue 14, Madera, California 93638.

1.02 "CAMP" means the Juvenile Correctional Camp program at FACILITY, as described in Welfare and Institutions Code section 1820.45.

1.03 "WARD" means a person who has been adjudicated to be a ward of the court pursuant to Welfare and Institute Code section 602 for violations of criminal laws, or who has been ordered by a court to be detained in a juvenile hall prior to adjudication of delinquency pursuant to Welfare and Institutions Code section 635, or who has been detained by a peace officer pursuant to Welfare and Institutions Code section 625 pending a formal order of detention.

1.04 "COUNTY" means the county whose WARDS are to be placed at FACILITY pursuant to agreement with the County of Madera.

1.05 "MADERA" means the County of Madera.

2. **PURPOSE**. COUNTY, in consideration of MADERA providing placement for WARDS, agrees to pay MADERA a daily charge per WARD for placement, with payment to be made on a monthly basis. For purposes of this Agreement, "day" shall mean any calendar day for which WARD is present at FACILITY for any period of time, regardless of whether WARD is present for all 24 hours of that day. COUNTY's monthly payments shall be due and payable within (30) days of the end of each month to Madera County Probation Department, Attn: Deputy Chief, 28219 Avenue 14, Madera, CA 93638. The payment provided above shall cover all costs with respect to the care and maintenance of WARDS except for the following costs, which shall be the sole responsibility of COUNTY subject to such means of reimbursement from sources other than MADERA that are available to COUNTY under state and federal law:

2.01 Costs of any hospital, non-routine medical, or surgical care and treatment, that is not provided in FACILITY by MADERA's contracted medical provider, with such costs to include costs of ambulance transportation;

2.02 Costs of any dental or optical care;

2.03 Costs of transportation and maintenance to WARD's initial arrival and ultimate departure from FACILITY.

3. WARDS committed to FACILITY, whether upon adjudication and disposition, or for pre-adjudication detention under Welfare and Institutions Code section 635, will be committed by order of the Juvenile Court of COUNTY, and FACILITY will assume custody of said WARDS when delivered to an authorized FACILITY employee. Notwithstanding the above language of this paragraph, MADERA may accept WARDS detained by COUNTY peace officers under Welfare and Institutions Code section 625 for temporary detention pending a formal detention hearing in the Juvenile Court of COUNTY, if COUNTY has no juvenile detention facility; however, continued detention in FACILITY must be pursuant to a Juvenile Court order of detention under Welfare and Institutions Code section 635.

4. COUNTY acknowledges that FACILITY houses other WARDS who have been detained on suspicion of having, or adjudicated to have, committed various crimes including serious and/or violent felonies as defined in the California Penal Code, and that MADERA cannot guarantee the safety of WARDS. COUNTY acknowledges this risk and shall hold harmless, defend and indemnify MADERA and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with MADERA's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of MADERA. MADERA shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

5. MADERA will review rates for placement and placement reservation on an annual basis at least sixty (60) days before the end of each fiscal year. The parties shall execute an amendment to this Agreement reflecting any increased rates, such amendment to become effective on July 1st of the ensuing fiscal year.

6. The parties agree and understand that in the event of overcrowding or insufficient space, priority must be given to housing of Madera County WARDS. MADERA reserves the right to terminate the placement of any WARD at any time MADERA determines WARD is unfit for CAMP or FACILITY, or at any time that MADERA determines that there is insufficient space in FACILITY for housing of COUNTY's WARD(s). MADERA shall notify COUNTY immediately by telephone upon the decision to terminate a WARD's placement. MADERA shall send COUNTY a written notice that explains the reasons for termination.

7. MADERA shall send to COUNTY any incident reports regarding WARDS by facsimile.

8. MADERA shall provide COUNTY with oral progress reports outlining WARD'S progress or lack thereof at the request of COUNTY.

9. Either party may terminate this Agreement upon a thirty (30) day written notice to the other party.

10. Neither party may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

11. A waiver by either party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

12. This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

13. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

14. 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.

15. No modification or waiver of any provisions of the Agreement shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

16. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. 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 the Madera County Superior Court.

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

20. Time is of the essence of in this Agreement and each covenant and term and condition herein.

21. In the performance of this Agreement, MADERA may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 828, and 10850. MADERA shall comply with all laws regarding confidentiality.

22. In connection with the execution of this Agreement, MADERA shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

MADERA further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.

MADERA shall comply with United States Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

MADERA agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; and other applicable federal and state laws and their implementing regulations, all as outlined in California DDS Manual Division 21. MADERA agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the program or activity receiving federal or state financial assistance.

COUNTY reserves the right to monitor MADERA for compliance with the requirements of this section.

23. COUNTY signatories warrant and represent that they have the power and authority to enter in this Agreement in the names, titles and capacities herein stated and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

24. COUNTY agrees to notify CONTRACTOR if WARD leaves the grounds of FACILITY or FACILITY in an unauthorized departure situation or becomes seriously ill or injured within twenty-four (24) hours following the incident.

* * * * * * * * * * * * * * * *

IN WITNESS WHEREOF, the parties have set their hands on the date and year first above-written.

COUNTY OF MADERA

By: _____
Chairman, Board of Supervisors
9/14/2010

ATTEST:

_____
Clerk to the Board of Supervisors
9/14/2010

Approved as to Legal Form:
COUNTY COUNSEL

By _____

Approved as to Form:
RISK MANAGEMENT

By _____

S:\County Counsel\County Counsel\Master Contracts\Juvenile Hall Boot Camp other counties master contract.doc

MADERA COUNTY CONTRACT NO. _____
(Mariposa County Probation and Madera County Probation – Juvenile Ward Housing)

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF MADERA, ("MADERA") and the COUNTY OF MARIPOSA ("MARIPOSA"), both parties being political subdivisions of the State of California.

AGREEMENT

1. **TERM**. The term of this Agreement shall be five (5) years from the date of its execution. Upon expiration of the initial term, the Agreement will automatically renew for successive one (1) year terms unless one party notifies the other party in writing of cancellation of the Agreement at least thirty (30) days prior to the expiration of the then-operative term.

2. **SCOPE OF SERVICES**. Notwithstanding the incorporation of Madera County Master Contract No. 19 and the "Purpose" set forth therein, this Agreement is limited to the housing of juvenile wards from Mariposa County as participants in the Juvenile Correctional Academy as established by MADERA.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 019, found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by references as if fully stated. MARIPOSA shall adhere to all terms and conditions of said Agreement. For purposes of Master Contract No. 19, the "Definitions" in Sections 1.01 and 1.02 are revised as follows:

1.01 "FACILITY" means the Madera County Juvenile Detention Facility, a boys and girls juvenile facility, established pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the California Welfare and Institutions Code

(commencing with section 850), which is located at 1655 E Olive Ave., Madera, California 93638.

1.02 "CAMP" means Juvenile Correctional Academy Program at FACILITY, as described in Welfare and Institutions Code section 1820.45.

4. **COMPENSATION AND COSTS**. MARIPOSA shall pay to MADERA the sum of One Hundred Fifty Dollars ($150.00) per day for each Mariposa County Juvenile Ward housed at the FACILITY. The total amount of this Agreement shall not exceed One Hundred Thirty-Five Thousand Dollars ($135,000.00), inclusive of all costs, taxes, and expenses.

5. **INSURANCE**. MADERA shall maintain adequate insurance or self-insurance to meet MARIPOSA's minimum requirements.

6. **HIPAA**. If MADERA receives individually identifiable health information ("Protected Health Information" or "PHI") MADERA shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

7. **CONTRACT ADMINISTRATOR**. The Mariposa County Officer with responsibility for administering this Agreement is Ryan Oliphant, Chief Probation Officer, or their successor.

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8. **NOTICES**. All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

MADERA

Madera County Probation
Attn: Chief Probation Officer
209 W. Yosemite Ave
Madera, CA 93637

MARIPOSA

Mariposa County Probation
Attn: Chief Probation Officer
P.O. Box 76
Mariposa, CA 95338

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

_____
Chairman, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors
Madera County

Approved as to Legal Form:
MADERA COUNTY COUNSEL

By: _____

ACCOUNT NUMBER(S)

_____

_____

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chairman,
Board of Supervisors, Mariposa County

ATTEST:

_____
Danielle Bondshu, Clerk,
Board of Supervisors, Mariposa County

Approved as to Legal Form:
MARIPOSA COUNTY COUNSEL

By: _____
Steve Dahlem, County Counsel

1246-31\AGT\4894-5909-0808.PDF

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-540

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Program Supplement Agreement with California Department of Transportation (Caltrans) for the Darrah Road Bridge Project, Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Recognizing Unanticipated Revenue ($200,000) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Program Supplement Agreement with California Department of Transportation (Caltrans) for the Darrah Road Bridge Project, Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Recognizing Unanticipated Revenue ($200,000) (4/5th Vote Required).

Caltrans notified staff that Mariposa County was eligible for Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) Funds and could use them to offset our required County Match on the Darrah Road Bridge Project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Board approved previous Program Supplement Agreement Rev. 4 with Caltrans - December 21, 2021 #2021-685 to recognize added funds to the Darrah Road Bridge Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; funds will not be used to offset Local Match on Darrah Road Bridge Project.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **5940004 PSA - Rev. 5**
2. **Budget Action Form - Recognizing Increased Funds 5511**

VOTE RESULT

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

PROGRAM SUPPLEMENT NO. R014 Rev. 5
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10_5940

Adv. Project ID
1000000366

Date: September 13, 2023
Location: 10-MPA-0-CR
Project Number: BRLS-5940(004)
E.A. Number: 10-107094
Locode: 5940

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/21/1979 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Darrah Road (Bridge 40C0033) over Chowchilla River, .7 Miles North of SR49

TYPE OF WORK: Replace existing 2-lane bridge with a standard 2-lane bridge **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds				
	M240	$318,695.00	LOCAL	STATE	$200,000.00	OTHER	
	Y110	$2,812,397.00					
$7,137,500.00	H1C0	$173,905.00	$677,103.00				$0.00
	1180	$45,600.00					
	Z0E1	$9,800.00					
	Y001	$2,900,000.00					

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 9/13/2033 $6,460,397.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

   B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

   C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

   D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

   E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

   F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. A. This PROJECT is programmed to receive STATE Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Program funds. The ADMINISTRATING AGENCY agrees to administer the PROJECT in accordance with the California Transportation Commission (CTC) approved/adopted CRRSAA Guidelines and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W), Construction (Con), and Other Phase (Debt Service Payments, Personnel).

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Phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the CRRSAA Program guidelines, which may be accessed at the Local Assistance webpage.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W, CON, and Other Phase costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded

SPECIAL COVENANTS OR REMARKS

Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

L. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert. The State and Federal funds encumbered for this project from the CRRSAA program do not qualify for a Cooperative Work Agreement. The reversion date of the CRRSAA program funds shall not extend past the reversion date shown on the State approved project finance letter.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5511	0350	45253	State		(200,000)	
5511	0350	70311	Roads and Bridges		200,000	
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

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

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

DEPT HEAD SIGNATURE _____ DATE 9/19/23

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Public Works - Engineering

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-541

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Williams Excavation, Inc. for the West Whitlock, Jerseydale, and Wawona Storm Repair Project in the Amount Not to Exceed $767,100; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Williams Excavation, Inc. for the West Whitlock, Jerseydale, and Wawona Storm Repair Project in the Amount Not to Exceed $767,100; and Authorize the Board of Supervisors Chair to Sign the Agreement

The project includes repairs to West Whitlock Road, Jerseydale Road, and Mariposa Avenue in Wawona. On August 24, 2023, the following seven bids were received:

1.	Wiliams Excavation, Inc., Mariposa CA 95338	$767,100.00
2.	R. Sutton Enterprices, LLC., Vallecito, CA 95251	$814,877.00
3.	Full Signal Construction, Inc., Coarsegold, CA 93614	$858,400.00
4.	Sierra Communication and Construction, Inc., Catheys Valley, CA 95306	$890,854.75
5.	Agee Construction Corporation, Clovis, CA 93612	$896,776.00
6.	Kroeker, Inc., Fresno, CA 93725	$1,182,735.00
7.	George Reed, Inc., Modesto CA 95354	$1,389,340.50

BACKGROUND AND HISTORY OF BOARD ACTIONS

The West Whitlock location was damaged in a December 2022 storm and is not eligible for FEMA reimbursement. The Jerseydale Rd. and Mariposa Ave. locations are listed in FEMA 4683DR and 4699DR storm events, respectively.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board fail to approve the contract award, these repair locations will continue to deteriorate and may have to be closed.

FINANCIAL IMPACT

The project is partially eligible for FEMA reimbursement.

ATTACHMENTS

1. **W. Whitlock, Jerseydale and Wawona Storm Repair**

VOTE RESULT

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

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this___ day of October, 2023, by and between Williams Excavation Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of seven hundred sixty-seven thousand one hundred Dollars ($767100) ("Contract Price"), the following services ("Services" or "Work"):

   The project consists of all labor, materials, equipment, and services necessary to make repairs on West Whitlock Road, Jerseydale Road, and Mariposa Avenue in Wawona. The work on West Whitlock includes repairs to a concrete headwall and embankment slope. The work on Jerseydale Road includes repairs to the roadway subgrade, concrete headwall, double 48" culverts, and a roadway embankment. The work on Mariposa Avenue includes repairs to a 48" culvert and pedestrian rail.

2. Contractor shall perform the Work at West Whitlock, Jerseydale, Wawona ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Sixty (60) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____Notice to Bidders	____ Lead-Product(s) Certification
____Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
____Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____Iran Contracting Act Certification	_X_ Payment Bond
____Designated Subcontractors List	____ Specifications
____Notice to Proceed	____ Plans
____Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	____ Exhibit "A" ("Scope of Work")
____Drug-Free Workplace Certification	____ Federal Debarment Certification
____Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa	**Contractor**
Department of Public Works ATTN: Claudia Gonzales 4639 Ben Hur Road, Mariposa, California 95338 (209) 966-2828 cgonzales@mariposacounty.org	Name: Williams Excavation, Inc. ATTN: Keith Williams 5177 Goins Way, Mariposa, California 95338 (209) 769-5807 keithwilliamsexcavating@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menertey, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____

Steve Dahlem
County Counsel

Dated: 9/5/, 2023

Contractor: Williams Excavation, Inc.

Signature: _____

Print Name: Keith Williams

Print Title: President

License No.: 435145

Registration No.: 1001077084

Address: 5177 Goins Way, Mariposa, California 95338

Telephone: (209) 769-5807

Facsimile:

E-Mail: keithwilliamsexcavating@gmail.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: __CA__
____ Limited Liability Company
____ Other: _____

87-3643392
:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 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 Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, 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 Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2023-006

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Ratify the Grant Agreement in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G22-CAPP15), AB617, and CARB Requirements

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RECOMMENDATION AND JUSTIFICATION

Ratify the Grant Agreement in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G22-CAPP15), AB617, and CARB Requirements.

Funds for implementation of AB617 may support selecting locations for the deployment of community air monitoring systems, deploying wildfire smoke sensors at schools, developing a schedule for amending related rules by incorporating best available retrofit control technology, developing Community Emissions Reduction Programs, determining proportionate contributions of sources to air pollution exposures, staff support, data collection, reporting and other related tasks. Specifically for this grant period, we will be submitting and implementing Mariposa County's portion of the State Implementation Plan (SIP) for Ozone non-attainment. He National Ambient Air Quality Standards (NAAQS)

BACKGROUND AND HISTORY OF BOARD ACTIONS

Assembly Bill 617 (AB 617) requires the California Air Resources Board (CARB) and air districts to develop and implement additional emissions reporting, monitoring, reduction plans and measures in an effort to reduce air pollution exposure. Mariposa County Air Pollution Control District has participated in three previous rounds of grant funding since 2019. We have used these grants for monitoring fires and staff costs. Ongoing funding will be used to continue these and for implementation of our ozone monitoring program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Air Pollution Control District can choose not to accept the funding and have reduced staffing and monitoring capacity.

FINANCIAL IMPACT

There will be no financial impact to the general fund. Budget Action will be forthcoming

ATTACHMENTS

1. **G22-CAPP-15 Mariposa County_Executed**
2. **G22-CAPP Grants Ex B_CARB6.13.2023**

VOTE RESULT

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G22-CAPP-15

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $ 12,074.00
START DATE: August 1, 2023	END DATE: June 30, 2027

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A - Grant Provisions
Exhibit B - General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: ADAM ZETTEL		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 8/30/23	TITLE Air Pollution Control Officer	DATE Aug 29, 2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$ 12,074.00	3530000L39	3900-CAP	3228CAP22
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO.
$ 0.00	Greenhouse Gas Reduction Fund		3228
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$ 12,074.00		43	2022

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
102	5432000	39000500	50020	2022-23

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G22-CAPP-15

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
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California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: ADAM ZETTEL		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 8/30/23	TITLE Air Pollution Control Officer	DATE Aug 28, 2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 5085 Bullion Street, Mariposa, California 95338	

CERTIFICATION OF FUNDING

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APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
102	5432000	39000500	50020	2022-23

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

Exhibit B

General Terms and Conditions:

1. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".

2. **Additional Remedies:**

   a. Without limiting any of the parties' other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

   b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).

   c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.

d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.

g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.

h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.

i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

3. <u>Additional Required Terms for Recipient Agreements Funded by this Grant:</u> All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.

a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential

conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.

d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.

e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.

g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds

which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.

i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.

j. All Recipient agreements must also contain, at a minimum, all of the following:

   i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

   ii. A detailed budget and timeline.

   iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.

   iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

   v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.

   vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.

4. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.

5. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its

Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

6. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.

7. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

8. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State to audit records and interview staff in any agreement related to the performance of this Grant Agreement.

9. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

10. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.

11. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.

12. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

14. **Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

15. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

16. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

17. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

18. **Force majeure**: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party

immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

19. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

20. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any Recipient concerning responsibility for performance of work.

21. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance of this Grant Agreement by the Grantee.

22. **Independent contractor:** The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

23. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

    If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

24. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall not 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, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and Recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with Recipients to perform work under this Grant Agreement.

25. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

26. **Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

    In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

27. **Ownership:** All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws,

including those laws pertaining to security, personally identifiable information and confidentiality.

28. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.

29. **Prevailing wages and labor compliance:** The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

30. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

31. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

32. **Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.

33. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2022-2023 by June 16, 2023.

34. **Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include

any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.

35. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the Community Air Protection Program in an expeditious manner.

36. **Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

37. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

38. **Disbursement Deadline:** The Fiscal Year 2022-2023 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2025. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2027, to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

39. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant DisbursementRequest Form and contain all documentation required with the form.

40. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2027, must be returned by June 30, 2027. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

41. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

    a. Grant Agreement Cover Sheet

    b. Exhibit A – Grant Provisions

    c. Exhibit B – General Terms and Conditions

42. **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 and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor or Grantee 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 or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Departmental Presentations at the Meeting of October 3rd, 2023

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations at the Meeting of October 3rd, 2023

- Press Release for Upcoming Road Work Along Triangle Road: Shannon Hansen/Public Works Director

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives handouts during the meeting on occasion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. DH - Handout - Hansen - Roadwork

Mariposa County

SHANNON HANSEN
Public Works Director

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

FOR IMMEDIATE RELEASE: October 2, 2023

TITLE: Upcoming Roadwork Along Triangle Road to Prepare for Winter

Mariposa County is announcing upcoming roadwork along Triangle Road in preparation for the upcoming winter and potential storms.

Triangle Road will be closed between Carleton and Silva Roads beginning October 9th for approximately 4 to 6 weeks (weather permitting) to replace culverts damaged during this past winter's floods. The closure will be in effect from 6:00am to 6:00pm. There is a potential for overnight closures during the projected timeframe. Residents who live between Carleton and Silva will be able to access their homes and clear direction will be provided to ensure their ingress/egress as construction progresses. The efforts to replace culverts will help to improve drainage and reduce impacts of future rains, storms, and floods.

"With the potential of another wet winter looming, our team is doing everything we can to prepare now and reduce the impacts to our community and roadways," said Shannon Hansen, Public Works Director. "We know these closures are an inconvenience, but we hope that by being proactive and doing this work now, we can prevent longer closures and significant damage this winter that could leave residents in a worse position."

In addition, Mariposa County Public Works was notified by PG&E that Triangle Road between Darrah and the Snow Creek Bridge will be closed from 9:00am to 3:00pm, starting October 9th for work. This project should be completed in 3 to 4 weeks (weather permitting).

To help notify the community of these closures, Mariposa County Public Works placed electronic signage on Triangle at Deadman's Curve and the intersection of Triangle and Darrah. Those with questions are encouraged to contact Public Works at 209-966-5356.

"We recognize this is a commonly traveled roadway, but we want the impact to the public to be as minimal as possible," stated Joe Williams, Mariposa County Roads and Bridges Manager. "We are asking everyone to keep these dates in mind for your own travels, but to also share them with others so no one is caught unaware."

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-542

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: PUBLIC HEARING: to Consider Approving Adjustments to Published Charge Rates for Behavioral Health Services; and Authorize the Health and Human Services Agency Director to Implement the Price Adjustment to Services Performed Effective July 1, 2023

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Consider Approving Adjustments to Published Charge Rates for Behavioral Health Services; and Authorize the Health and Human Services Agency Director to Implement the Price Adjustment to Services Performed Effective July 1, 2023

BACKGROUND AND HISTORY OF BOARD ACTIONS

The proposed rate adjustments are a result of extensive Behavioral Health program cost analysis and collaboration with the Department of Health Care Services (DHCS) under the California Advancing and Innovating Medi-Cal (CalAIM) Payment Reform initiative. The existing Mariposa rates have been in effect since July 1, 2019. All California counties are required by DHCS to participate in Payment Reform and adjustment of Medi-Cal rates charged by the county.

CalAIM, is a transformational plan to modernize the State's Medicaid program. The goal of CalAIM is to improve the quality of life and health outcomes of Medi-Cal beneficiaries, including those with the most complex health and social needs. CalAIM includes a series of far-reaching initiatives that together represent broad reforms of Medi-Cal's programs and systems. Payment Reform and the associated adjustment of rates is one of the initiatives of CalAIM. DHCS is implementing CalAIM in partnership with Medi-Cal providers, Managed Care Plans (MCPs), Counties, Community-Based Organizations and other stakeholders. These changes will span a multi-year period, with the first reforms already underway effective January 1, 2022 and subsequent reforms to be phased in through 2027.

Staff salaries, benefits, contractor, and operating costs have increased over the last 4 years requiring a price adjustment that is well-timed with the agency cost analysis for CalAIM Payment Reform.

This increase will not affect low income or indigent clients who do not have insurance. Clients who pay cash for services receive an annual cap on their total charges and a reduction based on household income and number of persons in the household. The Agency uses the Uniform Method for Determining Ability to Pay (UMDAP) chart published by the state to adjust the maximum annual cap according to income.

The Board approved existing Mariposa rates on July 23, 2019 by Resolution 2019-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Counties that receive Medi-Cal revenue are required to participate in CalAIM Payment Reform, which formed the basis for the rates revision. If the Board chooses not to approve the rates, HHSA will be out of compliance with DHCS requirements, which will jeopardize the primary source of revenue for the Mental Health and Substance abuse programs.

FINANCIAL IMPACT

There is no impact on the County General Fund

ATTACHMENTS

1. **Behavioral Health Services Published Charges - CalAIM 20230701**
2. **Mariposa BHRS CalAIM SMHS Code Rates 20230701**
3. **Mariposa BHRS CalAIM DMC Code Rates 20230701**

VOTE RESULT

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

Mariposa County
Health & Human Services Agency

The Family Services center provides the mental health outpatient services to the Mariposa Community. The services and private pay costs are listed below. We do accept Medi-Cal, CMSP, Path2Health, Healthy Families, and Medicare. For any services not covered by insurance, payment is required before the services are received.

Mariposa County Behavioral Health and Recovery Services
Published Charges Rates as revised under CalAIM Payment Reform July 1, 2023

Provider Type	Rate Per Hour	Rate Per Minute	Rate Per Half Hour	Rate Per 15 minutes
Licensed Psychiatric Technician	$356.55	$5.94	$178.28	$89.14
Mental Health Rehab Specialist	$381.64	$6.36	$190.82	$95.41
Other Qualified Providers - Other Designated MH staff that bill medical	$381.64	$6.36	$190.82	$95.41
LVN	$415.90	$6.93	$207.95	$103.98
Peer Recovery Specialist	$425.27	$7.09	$212.64	$106.32
Alcohol and Drug Counselor	$446.53	$7.44	$223.27	$111.63
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	$565.25	$9.42	$282.63	$141.31
Occupational Therapist	$675.25	$11.25	$337.63	$168.81
Psychologist/Pre-licensed Psychologist	$873.47	$14.56	$436.74	$218.37
RN	$882.20	$14.70	$441.10	$220.55
Physicians Assistant	$974.09	$16.23	$487.05	$243.52
Pharmacist	$1,039.64	$17.33	$519.82	$259.91
Nurse Practitioner	$1,080.03	$18.00	$540.02	$270.01
Psychiatrist/ Contracted Psychiatrist	$1,949.11	$32.49	$974.56	$487.28
MD (typically in SUD system of care)	$1,949.11	$32.49	$974.56	$487.28

Effective July 1, 2023 by Board of Supervisors Resolution 2023-xxx

Frequently Used	Billing Code	Code Description	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	Certified Nurse Specialist	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/Pre-licensed Psychologist	LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	Occupational Therapist	Mental Health Rehab Specialist	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
Yes	90785	Interactive Complexity	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90791	Psychiatric Diagnostic Evaluation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90792	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90832	Psychotherapy, 30 Minutes with Patient	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management S	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
Yes	90834	Psychotherapy, 45 Minutes with Patient	$1,461.83	$730.57	$810.02	$661.65	$810.02	$311.93	$779.73	$267.41	$655.10	$423.94	$506.44	$286.23	$318.95	$286.23
No	90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management S	$1,461.83	$730.57	$810.02	$661.65	$810.02	$311.93	$779.73	$267.41	$655.10	$423.94	$506.44	$286.23	$318.95	$286.23
Yes	90837	Psychotherapy, 60 Minutes with Patient	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management S	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
Yes	90839	Psychotherapy for Crisis, First 30-74 Minutes	$1,689.23	$844.21	$936.03	$764.57	$936.03	$360.45	$901.02	$309.01	$757.01	$489.88	$585.22	$330.75	$368.57	$330.75
Yes	90840	Psychotherapy for Crisis, Each Additional 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	90845	Psychoanalysis, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	$1,624.26	$811.74	$900.03	$735.17	$900.03	$346.58	$866.37	$297.13	$727.89	$471.04	$562.71	$318.03	$354.39	$318.03
Yes	90849	Multiple-Family Group Psychotherapy, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90865	Narcosynthesis for Psychiatric Diagnostic and Therapeutic Purposes, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90867	Therapeutic Repetitive Transcranial Magnetic Stimulation (TMS) Treatment; Initial, Including Cor	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90868	Subsequent Delivery and Management of TMS, per Session	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90869	TMS Treatment Subsequent Motor Threshold Re-Determination with Delivery and Management	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90870	Electroconvulsive Therapy (Includes Necessary Monitoring)	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	90880	Hypnotherapy	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
Yes	90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Proje	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96105	Assessment of Aphasia, per Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96110	Developmental Screening, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96112	Developmental Testing, First Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96113	Developmental Testing, Each Additional 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	96116	Neurobehavioral Status Exam, First Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96121	Neurobehavioral Status Exam, Each Additional Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96125	Standardized Cognitive Performance Testing, per Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96127	Brief Emotional/Behavioral Assessment, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	96130	Psychological Testing Evaluation, First Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
Yes	96131	Psychological Testing Evaluation, Each Additional Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96132	Neuropsychological Testing Evaluation, First Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96133	Neuropsychological Testing Evaluation, Each Additional Hour	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	96138	Psychological or Neuropsychological Test Administration by Technician, First 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	96139	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	96146	Psychological or Neuropsychological Test Administration, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96161	Caregiver Assessment Administratio n of Care- Giver Focused Risk Assessment, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96365	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes	$1,461.83	$730.57	$810.02	$661.65	$810.02	$311.93	$779.73	$267.41	$655.10	$423.94	$506.44	$286.23	$318.95	$286.23
No	96366	Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365	$1,461.83	$730.57	$810.02	$661.65	$810.02	$311.93	$779.73	$267.41	$655.10	$423.94	$506.44	$286.23	$318.95	$286.23
No	96367	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60	$1,007.04	$503.28	$558.02	$455.80	$558.02	$214.88	$537.15	$184.22	$451.29	$292.05	$348.88	$197.18	$219.72	$197.18
No	96368	Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96369	Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes	$1,234.44	$616.92	$684.02	$558.73	$684.02	$263.40	$658.44	$225.82	$553.20	$357.99	$427.66	$241.71	$269.34	$241.71
No	96370	Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369	$1,461.83	$730.57	$810.02	$661.65	$810.02	$311.93	$779.73	$267.41	$655.10	$423.94	$506.44	$286.23	$318.95	$286.23
No	96371	Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96372	Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. I	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96373	Therapeutic, Prophylactic, or Diagnostic Injection; Intra- Arterial, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96374	Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/I	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96375	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push (	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	96376	Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug F	$259.88	$129.88	$144.00	$117.63	$144.00	$55.45	$138.62	$47.54	$116.46	$75.37	$90.03	$50.89	$56.70	$50.89
No	96377	Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	98966	Telephone Assessment and Management Service, 5-10 Minutes	$259.88	$129.88	$144.00	$117.63	$144.00	$55.45	$138.62	$47.54	$116.46	$75.37	$90.03	$50.89	$56.70	$50.89
No	98967	Telephone Assessment and Management Service, 11-20 Minutes	$519.76	$259.76	$288.01	$235.25	$288.01	$110.91	$277.24	$95.08	$232.93	$150.73	$180.07	$101.77	$113.41	$101.77
No	98968	Telephone Assessment and Management Service, 21-30 Minutes	$844.61	$422.11	$468.01	$382.29	$468.01	$180.22	$450.51	$154.51	$378.50	$244.94	$292.61	$165.38	$184.28	$165.38
Yes	99202	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	$714.67	$357.17	$396.01	$323.47	$396.01	$152.50	$381.20	$130.74	$320.27	$207.26	$247.59	$139.93	$155.93	$139.93
Yes	99203	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	$1,201.95	$600.69	$666.02	$544.02	$666.02	$256.47	$641.11	$219.87	$538.64	$348.57	$416.40	$235.34	$262.25	$235.34
Yes	99204	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	$1,689.23	$844.21	$936.03	$764.57	$936.03	$360.45	$901.02	$309.01	$757.01	$489.88	$585.22	$330.75	$368.57	$330.75
Yes	99205	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	$2,176.51	$1,087.73	$1,206.03	$985.12	$1,206.03	$464.42	$1,160.93	$398.15	$975.37	$631.20	$754.03	$426.16	$474.88	$426.16
Yes	99212	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	99213	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	$812.13	$405.87	$450.01	$367.58	$450.01	$173.29	$433.18	$148.56	$363.95	$235.52	$281.35	$159.02	$177.20	$159.02
Yes	99214	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	$1,136.98	$568.22	$630.02	$514.62	$630.02	$242.61	$606.46	$207.99	$509.52	$329.73	$393.90	$222.62	$248.07	$222.62
Yes	99215	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	$1,526.80	$763.04	$846.02	$691.06	$846.02	$325.79	$814.38	$279.30	$684.22	$442.78	$528.95	$298.95	$333.13	$298.95
No	99217	Observation Care Discharge Day Management, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99218	Initial Observation Care, per Day, for the Evaluation and Management of a Patient, 20-39 Minute	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	99219	Initial Observation Care, per Day, for the Evaluation and Management of a Patient, 40-59 Minute	$1,624.26	$811.74	$900.03	$735.17	$900.03	$346.58	$866.37	$297.13	$727.89	$471.04	$562.71	$318.03	$354.39	$318.03
No	99220	Initial Observation Care, per Day, for the Evaluation and Management of a Patient, 60-79 Minute	$2,273.96	$1,136.44	$1,260.04	$1,029.23	$1,260.04	$485.22	$1,212.91	$415.98	$1,019.05	$659.46	$787.79	$445.25	$496.15	$445.25
No	99221	Initial hospital care, per day, for the evaluation and management of a patient. Usually, the probl	$974.56	$487.05	$540.02	$441.10	$540.02	$207.95	$519.82	$178.28	$436.74	$282.63	$337.63	$190.82	$212.64	$190.82
No	99222	Initial hospital care, per day, for the evaluation and management of a patient. Usually, the probl	$1,624.26	$811.74	$900.03	$735.17	$900.03	$346.58	$866.37	$297.13	$727.89	$471.04	$562.71	$318.03	$354.39	$318.03
No	99223	Initial hospital care, per day, for the evaluation and management of a patient. Usually, the probl	$2,273.96	$1,136.44	$1,260.04	$1,029.23	$1,260.04	$485.22	$1,212.91	$415.98	$1,019.05	$659.46	$787.79	$445.25	$496.15	$445.25
No	99231	Subsequent Hospital Care, per Day, for the Evaluation and Management of a Patient. Usually, Pa	$422.31	$211.05	$234.01	$191.14	$234.01	$90.11	$225.26	$77.25	$189.25	$122.47	$146.30	$82.69	$92.14	$82.69
No	99232	Subsequent Hospital Care, per Day, for the Evaluation and Management of a Patient. Usually, th	$812.13	$405.87	$450.01	$367.58	$450.01	$173.29	$433.18	$148.56	$363.95	$235.52	$281.35	$159.02	$177.20	$159.02
No	99233	Subsequent Hospital Care, per Day, for the Evaluation and Management of a Patient. Usually, th	$1,136.98	$568.22	$630.02	$514.62	$630.02	$242.61	$606.46	$207.99	$509.52	$329.73	$393.90	$222.62	$248.07	$222.62
No	99234	Observation or Inpatient Hospital Care, Including Admission and Discharge on the Same Date, 35	$1,299.41	$649.39	$720.02	$588.13	$720.02	$277.27	$693.09	$237.70	$582.31	$376.83	$450.17	$254.43	$283.51	$254.43
No	99235	Observation or Inpatient Hospital Care, Including Admission and Discharge on the Same Date, 45	$1,591.77	$795.51	$882.02	$720.46	$882.02	$339.65	$849.04	$291.18	$713.33	$461.62	$551.45	$311.67	$347.30	$311.67
No	99236	Observation or Inpatient Hospital Care, Including Admission and Discharge on the Same Date, 54	$1,851.65	$925.39	$1,026.03	$838.09	$1,026.03	$395.11	$987.66	$338.72	$829.80	$536.99	$641.49	$362.56	$404.01	$362.56
No	99241	Office Consultation for New or Established Patient. Usually, the Presenting Problem(s) are Self-Li	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99242	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Lo	$909.58	$454.58	$504.01	$411.69	$504.01	$194.09	$485.17	$166.39	$407.62	$263.78	$315.12	$178.10	$198.46	$178.10
No	99243	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of M	$1,364.38	$681.86	$756.02	$617.54	$756.02	$291.13	$727.75	$249.59	$611.43	$395.68	$472.68	$267.15	$297.69	$267.15
No	99244	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of M	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	99245	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of M	$2,631.30	$1,315.02	$1,458.04	$1,190.97	$1,458.04	$561.47	$1,403.51	$481.34	$1,179.18	$763.09	$911.59	$515.21	$574.11	$515.21
No	99251	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are	$747.16	$373.40	$414.01	$338.18	$414.01	$159.43	$398.53	$136.68	$334.83	$216.68	$258.85	$146.30	$163.02	$146.30
No	99252	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are	$1,299.41	$649.39	$720.02	$588.13	$720.02	$277.27	$693.09	$237.70	$582.31	$376.83	$450.17	$254.43	$283.51	$254.43
No	99253	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	99254	Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are	$2,598.81	$1,298.79	$1,440.04	$1,176.27	$1,440.04	$554.53	$1,386.19	$475.40	$1,164.63	$753.67	$900.33	$508.85	$567.03	$508.85
No	99255	Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of M	$3,605.85	$1,802.07	$1,998.06	$1,632.07	$1,998.06	$769.42	$1,923.33	$659.62	$1,615.92	$1,045.71	$1,249.21	$706.03	$786.75	$706.03
No	99304	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. Usually, th	$747.16	$373.40	$414.01	$338.18	$414.01	$159.43	$398.53	$136.68	$334.83	$216.68	$258.85	$146.30	$163.02	$146.30
No	99305	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. Usually, th	$1,136.98	$568.22	$630.02	$514.62	$630.02	$242.61	$606.46	$207.99	$509.52	$329.73	$393.90	$222.62	$248.07	$222.62
No	99306	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. Usually, th	$1,624.26	$811.74	$900.03	$735.17	$900.03	$346.58	$866.37	$297.13	$727.89	$471.04	$562.71	$318.03	$354.39	$318.03
No	99307	Subsequent Nursing Facility Care per Day for the Evaluation and Management of a Patient. Usua	$211.15	$105.53	$117.00	$95.57	$117.00	$45.06	$112.63	$38.63	$94.63	$61.24	$73.15	$41.34	$46.07	$41.34
No	99308	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. Usually, th	$519.76	$259.76	$288.01	$235.25	$288.01	$110.91	$277.24	$95.08	$232.93	$150.73	$180.07	$101.77	$113.41	$101.77
No	99309	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. Usually, th	$812.13	$405.87	$450.01	$367.58	$450.01	$173.29	$433.18	$148.56	$363.95	$235.52	$281.35	$159.02	$177.20	$159.02
No	99310	Initial Nursing Facility Care per Day, for the Evaluation and Management of a Patient. The Patien	$1,136.98	$568.22	$630.02	$514.62	$630.02	$242.61	$606.46	$207.99	$509.52	$329.73	$393.90	$222.62	$248.07	$222.62
No	99324	Domiciliary or Rest Home Visit of a New Patient, 15-25 Minutes	$649.70	$324.70	$360.01	$294.07	$360.01	$138.63	$346.55	$118.85	$291.16	$188.42	$225.08	$127.21	$141.76	$127.21
No	99325	Domiciliary or Rest Home Visit of a New Patient, 26-35 Minutes	$1,007.04	$503.28	$558.02	$455.80	$558.02	$214.88	$537.15	$184.22	$451.29	$292.05	$348.88	$197.18	$219.72	$197.18
No	99326	Domiciliary or Rest Home Visit of a New Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$774.02	$298.06	$745.08	$255.53	$625.99	$405.10	$483.93	$273.51	$304.78	$273.51
No	99327	Domiciliary or Rest Home Visit of a New Patient, 51-65 Minutes	$1,884.14	$941.62	$1,044.03	$852.79	$1,044.03	$402.04	$1,004.99	$344.67	$844.35	$546.41	$652.74	$368.92	$411.09	$368.92
No	99328	Domiciliary or Rest Home Visit of a New Patient, 66-80 Minutes	$2,371.42	$1,185.14	$1,314.04	$1,073.34	$1,314.04	$506.01	$1,264.90	$433.80	$1,062.72	$687.72	$821.55	$464.33	$517.41	$464.33
No	99334	Domiciliary or Rest Home Visit of an Established Patient, 10-20 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99335	Domiciliary or Rest Home Visit of an Established Patient, 21-35 Minutes	$909.58	$454.58	$504.01	$411.69	$504.01	$194.09	$485.17	$166.39	$407.62	$263.78	$315.12	$178.10	$198.46	$178.10

No	99336	Domiciliary or Rest Home Visit of an Established Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$774.02	$298.06	$745.08	$255.53	$625.99	$405.10	$483.93	$273.51	$304.78	$273.51
No	99337	Domiciliary or Rest Home Visit of an Established Patient, 51-70 Minutes	$1,981.60	$990.32	$1,098.03	$896.90	$1,098.03	$422.83	$1,056.97	$362.49	$888.03	$574.67	$686.50	$388.00	$432.36	$388.00
No	99341	Home Visit of a New Patient, 15-25 Minutes	$649.70	$324.70	$360.01	$294.07	$360.01	$138.63	$346.55	$118.85	$291.16	$188.42	$225.08	$127.21	$141.76	$127.21
No	99342	Home Visit of a New Patient, 26-35 Minutes	$1,007.04	$503.28	$558.02	$455.80	$558.02	$214.88	$537.15	$184.22	$451.29	$292.05	$348.88	$197.18	$219.72	$197.18
No	99343	Home Visit of a New Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$774.02	$298.06	$745.08	$255.53	$625.99	$405.10	$483.93	$273.51	$304.78	$273.51
No	99344	Home Visit of a New Patient, 51-65 Minutes	$1,884.14	$941.62	$1,044.03	$852.79	$1,044.03	$402.04	$1,004.99	$344.67	$844.35	$546.41	$652.74	$368.92	$411.09	$368.92
No	99345	Home Visit of a New Patient, 66-80 Minutes	$2,371.42	$1,185.14	$1,314.04	$1,073.34	$1,314.04	$506.01	$1,264.90	$433.80	$1,062.72	$687.72	$821.55	$464.33	$517.41	$464.33
No	99347	Home Visit of an Established Patient, 10-20 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99348	Home Visit of an Established Patient, 21-35 Minutes	$909.58	$454.58	$504.01	$411.69	$504.01	$194.09	$485.17	$166.39	$407.62	$263.78	$315.12	$178.10	$198.46	$178.10
No	99349	Home Visit of an Established Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$774.02	$298.06	$745.08	$255.53	$625.99	$405.10	$483.93	$273.51	$304.78	$273.51
No	99350	Home Visit of an Established Patient, 51-70 Minutes	$1,981.60	$990.32	$1,098.03	$896.90	$1,098.03	$422.83	$1,056.97	$362.49	$888.03	$574.67	$686.50	$388.00	$432.36	$388.00
No	99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	99367	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
Yes	99441	Telephone Evaluation and Management Service, 5-10 Minutes	$259.88	$129.88	$144.00	$117.63	$144.00	$55.45	$138.62	$47.54	$116.46	$75.37	$90.03	$50.89	$56.70	$50.89
Yes	99442	Telephone Evaluation and Management Service, 11-20 Minutes	$519.76	$259.76	$288.01	$235.25	$288.01	$110.91	$277.24	$95.08	$232.93	$150.73	$180.07	$101.77	$113.41	$101.77
Yes	99443	Telephone Evaluation and Management Service, 21-30 Minutes	$844.61	$422.11	$468.01	$382.29	$468.01	$180.22	$450.51	$154.51	$378.50	$244.94	$292.61	$165.38	$184.28	$165.38
No	99451	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Cons	$324.85	$162.35	$180.01	$147.03	$180.01	$69.32	$173.27	$59.43	$145.58	$94.21	$112.54	$63.61	$70.88	$63.61
No	99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 M	$1,949.11	$974.09	$1,080.03	$882.20	$1,080.03	$415.90	$1,039.64	$356.55	$873.47	$565.25	$675.25	$381.64	$425.27	$381.64
No	99605	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99606	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	99607	Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maxim	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	H0025	Behavioral health prevention education service (delivery of services with target population to aff	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H0031	Mental Health Assessment by Non- Physician, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H0033	Oral Medication Administration, Direct Observation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H0034	Medication Training and Support, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H0038	Self-help/peer services, per 15 minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H2011	Crisis Intervention Service, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H2017	Psychosocial Rehabilitation, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	H2019	Therapeutic Behavioral Services, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	H2021	Community-Based Wrap-Around Services, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	T1001	Nursing Assessment/Evaluation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
No	T1013	Sign Language or Oral Interpretive Services, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41
Yes	T1017	Targeted Case Management, Each 15 Minutes	$487.28	$243.52	$270.01	$220.55	$270.01	$103.98	$259.91	$89.14	$218.37	$141.31	$168.81	$95.41	$106.32	$95.41

Frequently Used	Billing Code	Code Description	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	RN	LVN	Pharmacist	Licensed Psychiatric Technician	MD (typically in SUD system of care)	Psychologist/Pre-licensed Psychologist	LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Occupational Therapist	Mental Health Rehab Specialist	Alcohol and Drug Counselor	Peer Recovery Specialist	Other Qualified Providers - Other Designated MH staff that bill medical
Yes	90785	Interactive Complexity	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	90791	Psychiatric Diagnostic Evaluation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	90792	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	$1,624.26	$811.74	$900.03	$735.17	$346.58	$866.37	$297.13	$1,624.26	$727.89	$471.04	$562.71	$318.03	$372.11	$354.39	$318.03
Yes	90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 r	$1,624.26	$811.74	$900.03	$735.17	$346.58	$866.37	$297.13	$1,624.26	$727.89	$471.04	$562.71	$318.03	$372.11	$354.39	$318.03
Yes	90849	Multiple-Family Group Psychotherapy, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	90865	Narcosynthesis for Psychiatric Diagnostic and Therapeutic Purposes, 15 Minu	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	90882	Environmental intervention for medical management purposes on a psychiat	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psycho	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Proce	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	90889	Preparation of report of patient's psychiatric status, history, treatment, or pr	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	96130	Psychological Testing Evaluation, First Hour	$1,949.11	$974.09	$1,080.03	$882.20	$415.90	$1,039.64	$356.55	$1,949.11	$873.47	$565.25	$675.25	$381.64	$446.53	$425.27	$381.64
No	96131	Psychological Testing Evaluation, Each Additional Hour	$1,949.11	$974.09	$1,080.03	$882.20	$415.90	$1,039.64	$356.55	$1,949.11	$873.47	$565.25	$675.25	$381.64	$446.53	$425.27	$381.64
Yes	96160	Administration of patient-focused health risk assessment instrument.	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	96170	Health behavior intervention, family (without the patient present), face-to-fa	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	96171	Health behavior intervention, family (without the patient present), face-to-fa	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	98966	Telephone Assessment and Management Service, 5-10 Minutes	$259.88	$129.88	$144.00	$117.63	$55.45	$138.62	$47.54	$259.88	$116.46	$75.37	$90.03	$50.89	$59.54	$56.70	$50.89
Yes	98967	Telephone Assessment and Management Service, 11-20 Minutes	$519.76	$259.76	$288.01	$235.25	$110.91	$277.24	$95.08	$519.76	$232.93	$150.73	$180.07	$101.77	$119.07	$113.41	$101.77
Yes	98968	Telephone Assessment and Management Service, 21-30 Minutes	$844.61	$422.11	$468.01	$382.29	$180.22	$450.51	$154.51	$844.61	$378.50	$244.94	$292.61	$165.38	$193.50	$184.28	$165.38
Yes	99202	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	$714.67	$357.17	$396.01	$323.47	$152.50	$381.20	$130.74	$714.67	$320.27	$207.26	$247.59	$139.93	$163.73	$155.93	$139.93
Yes	99203	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	$1,201.95	$600.69	$666.02	$544.02	$256.47	$641.11	$219.87	$1,201.95	$538.64	$348.57	$416.40	$235.34	$275.36	$262.25	$235.34
Yes	99204	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	$1,689.23	$844.21	$936.03	$764.57	$360.45	$901.02	$309.01	$1,689.23	$757.01	$489.88	$585.22	$330.75	$386.99	$368.57	$330.75
Yes	99205	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	$2,176.51	$1,087.73	$1,206.03	$985.12	$464.42	$1,160.93	$398.15	$2,176.51	$975.37	$631.20	$754.03	$426.16	$498.63	$474.88	$426.16
Yes	99212	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	99213	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	$812.13	$405.87	$450.01	$367.58	$173.29	$433.18	$148.56	$812.13	$363.95	$235.52	$281.35	$159.02	$186.05	$177.20	$159.02
Yes	99214	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	$1,136.98	$568.22	$630.02	$514.62	$242.61	$606.46	$207.99	$1,136.98	$509.52	$329.73	$393.90	$222.62	$260.48	$248.07	$222.62
Yes	99215	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	$1,526.80	$763.04	$846.02	$691.06	$325.79	$814.38	$279.30	$1,526.80	$684.22	$442.78	$528.95	$298.95	$349.78	$333.13	$298.95
No	99217	Observation Care Discharge Day Management, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	99234	Observation or Inpatient Hospital Care, Including Admission and Discharge or	$1,299.41	$649.39	$720.02	$588.13	$277.27	$693.09	$237.70	$1,299.41	$582.31	$376.83	$450.17	$254.43	$297.69	$283.51	$254.43
No	99235	Observation or Inpatient Hospital Care, Including Admission and Discharge or	$1,591.77	$795.51	$882.02	$720.46	$339.65	$849.04	$291.18	$1,591.77	$713.33	$461.62	$551.45	$311.67	$364.67	$347.30	$311.67
No	99236	Observation or Inpatient Hospital Care, Including Admission and Discharge or	$1,851.65	$925.39	$1,026.03	$838.09	$395.11	$987.66	$338.72	$1,851.65	$829.80	$536.99	$641.49	$362.56	$424.20	$404.01	$362.56
No	99304	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$747.16	$373.40	$414.01	$338.18	$159.43	$398.53	$136.68	$747.16	$334.83	$216.68	$258.85	$146.30	$171.17	$163.02	$146.30
No	99305	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$1,136.98	$568.22	$630.02	$514.62	$242.61	$606.46	$207.99	$1,136.98	$509.52	$329.73	$393.90	$222.62	$260.48	$248.07	$222.62
No	99306	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$1,624.26	$811.74	$900.03	$735.17	$346.58	$866.37	$297.13	$1,624.26	$727.89	$471.04	$562.71	$318.03	$372.11	$354.39	$318.03
No	99307	Subsequent Nursing Facility Care per Day for the Evaluation and Managemen	$227.40	$113.64	$126.00	$102.92	$48.52	$121.29	$41.60	$227.40	$101.90	$65.95	$78.78	$44.52	$52.10	$49.61	$44.52
No	99308	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$519.76	$259.76	$288.01	$235.25	$110.91	$277.24	$95.08	$519.76	$232.93	$150.73	$180.07	$101.77	$119.07	$113.41	$101.77
No	99309	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$812.13	$405.87	$450.01	$367.58	$173.29	$433.18	$148.56	$812.13	$363.95	$235.52	$281.35	$159.02	$186.05	$177.20	$159.02
No	99310	Initial Nursing Facility Care per Day, for the Evaluation and Management of a	$1,136.98	$568.22	$630.02	$514.62	$242.61	$606.46	$207.99	$1,136.98	$509.52	$329.73	$393.90	$222.62	$260.48	$248.07	$222.62
Yes	99324	Domiciliary or Rest Home Visit of a New Patient, 15-25 Minutes	$649.70	$324.70	$360.01	$294.07	$138.63	$346.55	$118.85	$649.70	$291.16	$188.42	$225.08	$127.21	$148.84	$141.76	$127.21
Yes	99325	Domiciliary or Rest Home Visit of a New Patient, 26-35 Minutes	$1,007.04	$503.28	$558.02	$455.80	$214.88	$537.15	$184.22	$1,007.04	$451.29	$292.05	$348.88	$197.18	$230.71	$219.72	$197.18
Yes	99326	Domiciliary or Rest Home Visit of a New Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$298.06	$745.08	$255.53	$1,396.86	$625.99	$405.10	$483.93	$273.51	$320.01	$304.78	$273.51
Yes	99327	Domiciliary or Rest Home Visit of a New Patient, 51-65 Minutes	$1,884.14	$941.62	$1,044.03	$852.79	$402.04	$1,004.99	$344.67	$1,884.14	$844.35	$546.41	$652.74	$368.92	$431.65	$411.09	$368.92
Yes	99328	Domiciliary or Rest Home Visit of a New Patient, 66-80 Minutes	$2,371.42	$1,185.14	$1,314.04	$1,073.34	$506.01	$1,264.90	$433.80	$2,371.42	$1,062.72	$687.72	$821.55	$464.33	$543.28	$517.41	$464.33
Yes	99334	Domiciliary or Rest Home Visit of an Established Patient, 10-20 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	99335	Domiciliary or Rest Home Visit of an Established Patient, 21-35 Minutes	$909.58	$454.58	$504.01	$411.69	$194.09	$485.17	$166.39	$909.58	$407.62	$263.78	$315.12	$178.10	$208.38	$198.46	$178.10
Yes	99336	Domiciliary or Rest Home Visit of an Established Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$298.06	$745.08	$255.53	$1,396.86	$625.99	$405.10	$483.93	$273.51	$320.01	$304.78	$273.51
Yes	99337	Domiciliary or Rest Home Visit of an Established Patient, 51-70 Minutes	$1,981.60	$990.32	$1,098.03	$896.90	$422.83	$1,056.97	$362.49	$1,981.60	$888.03	$574.67	$686.50	$388.00	$453.97	$432.36	$388.00
Yes	99339	Individual physician supervisory of a patient (patient not present) in home, 1	$714.67	$357.17	$396.01	$323.47	$152.50	$381.20	$130.74	$714.67	$320.27	$207.26	$247.59	$139.93	$163.73	$155.93	$139.93
Yes	99340	Individual physician supervisory of a patient (patient not present) in home. Ea	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	99341	Home Visit of a New Patient, 15-25 Minutes	$649.70	$324.70	$360.01	$294.07	$138.63	$346.55	$118.85	$649.70	$291.16	$188.42	$225.08	$127.21	$148.84	$141.76	$127.21
Yes	99342	Home Visit of a New Patient, 26-35 Minutes	$1,007.04	$503.28	$558.02	$455.80	$214.88	$537.15	$184.22	$1,007.04	$451.29	$292.05	$348.88	$197.18	$230.71	$219.72	$197.18
Yes	99343	Home Visit of a New Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$298.06	$745.08	$255.53	$1,396.86	$625.99	$405.10	$483.93	$273.51	$320.01	$304.78	$273.51
Yes	99344	Home Visit of a New Patient, 51-65 Minutes	$1,884.14	$941.62	$1,044.03	$852.79	$402.04	$1,004.99	$344.67	$1,884.14	$844.35	$546.41	$652.74	$368.92	$431.65	$411.09	$368.92
Yes	99345	Home Visit of a New Patient, 66-80 Minutes	$2,371.42	$1,185.14	$1,314.04	$1,073.34	$506.01	$1,264.90	$433.80	$2,371.42	$1,062.72	$687.72	$821.55	$464.33	$543.28	$517.41	$464.33
Yes	99347	Home Visit of an Established Patient, 10-20 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	99348	Home Visit of an Established Patient, 21-35 Minutes	$909.58	$454.58	$504.01	$411.69	$194.09	$485.17	$166.39	$909.58	$407.62	$263.78	$315.12	$178.10	$208.38	$198.46	$178.10
Yes	99349	Home Visit of an Established Patient, 36-50 Minutes	$1,396.86	$698.10	$774.02	$632.24	$298.06	$745.08	$255.53	$1,396.86	$625.99	$405.10	$483.93	$273.51	$320.01	$304.78	$273.51
Yes	99350	Home Visit of an Established Patient, 51-70 Minutes	$1,981.60	$990.32	$1,098.03	$896.90	$422.83	$1,056.97	$362.49	$1,981.60	$888.03	$574.67	$686.50	$388.00	$453.97	$432.36	$388.00
Yes	99367	Medical Team Conference with Interdisciplinary Team of Health Care Profess	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	99368	Medical Team Conference with Interdisciplinary Team of Health Care Profess	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	99408	Alcohol and/or substance (other than tobacco) abuse structural screening (e.	$747.16	$373.40	$414.01	$338.18	$159.43	$398.53	$136.68	$747.16	$334.83	$216.68	$258.85	$146.30	$171.17	$163.02	$146.30
Yes	99409	Alcohol and/or substance (other than tobacco) abuse structural screening (e.	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	99441	Telephone Evaluation and Management Service, 5-10 Minutes	$259.88	$129.88	$144.00	$117.63	$55.45	$138.62	$47.54	$259.88	$116.46	$75.37	$90.03	$50.89	$59.54	$56.70	$50.89
Yes	99442	Telephone Evaluation and Management Service, 11-20 Minutes	$519.76	$259.76	$288.01	$235.25	$110.91	$277.24	$95.08	$519.76	$232.93	$150.73	$180.07	$101.77	$119.07	$113.41	$101.77
Yes	99443	Telephone Evaluation and Management Service, 21-30 Minutes	$844.61	$422.11	$468.01	$382.29	$180.22	$450.51	$154.51	$844.61	$378.50	$244.94	$292.61	$165.38	$193.50	$184.28	$165.38
Yes	99451	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment	$324.85	$162.35	$180.01	$147.03	$69.32	$173.27	$59.43	$324.85	$145.58	$94.21	$112.54	$63.61	$74.42	$70.88	$63.61
No	99495	Transitional Care Management Services: Communication (direct contact, tele	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	99496	Transitional Care Management Services: Communication (direct contact, tele	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment	$747.16	$373.40	$414.01	$338.18	$159.43	$398.53	$136.68	$747.16	$334.83	$216.68	$258.85	$146.30	$171.17	$163.02	$146.30
Yes	G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment	$974.56	$487.05	$540.02	$441.10	$207.95	$519.82	$178.28	$974.56	$436.74	$282.63	$337.63	$190.82	$223.27	$212.64	$190.82
Yes	G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment	$324.85	$162.35	$180.01	$147.03	$69.32	$173.27	$59.43	$324.85	$145.58	$94.21	$112.54	$63.61	$74.42	$70.88	$63.61
No	G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s)	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to deterr	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0003	Alcohol and/or drug screening. Laboratory analysis	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
No	H0004	Behavioral health counseling and therapy, 15 minutes.	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0007	Alcohol and/or drug services; crisis intervention (outpatient),	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0008	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0009	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0025	Behavioral health prevention education service (delivery of services with targ	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0033	Oral Medication Administration, Direct Observation, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0034	Medication Training and Support, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0038	Self-help/peer services, per 15 minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0048	Alcohol and/or other drug testing.	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0049	Alcohol and/or drug screening	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be u	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H1000	Prenatal Care, at risk assessment	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2011	Crisis Intervention Service, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2014	Skills training and development, per 15 minutes. (Use this code to submit clai	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2015	Comprehensive community support services, per 15 minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2017	Psychosocial Rehabilitation, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2021	Community-Based Wrap-Around Services, per 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2027	Psychoeducational Service, per 15 minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifie	$1,949.11	$974.09	$1,080.03	$882.20	$415.90	$1,039.64	$356.55	$1,949.11	$873.47	$565.25	$675.25	$381.64	$446.53	$425.27	$381.64
Yes	T1006	Alcohol and/or substance abuse services, family/couple counseling	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	T1007	Alcohol and/or substance abuse services, treatment plan development and/c	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	T1013	Sign Language or Oral Interpretive Services, 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41
Yes	T1017	Targeted Case Management, Each 15 Minutes	$487.28	$243.52	$270.01	$220.55	$103.98	$259.91	$89.14	$487.28	$218.37	$141.31	$168.81	$95.41	$111.63	$106.32	$95.41

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-543

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Plan Checker/Inspector Job Description to make it a I/II Flex Class; Set the New Annual Salary at $62,291.84-$75,714.08 for Plan Checker/Inspector I and $79,240.34- $96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education

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RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Plan Checker/Inspector Job Description to Make it a I/II Flex Class; Set the New Annual Salary at $62,291.84-$75,714.08 for Plan Checker/Inspector I and $79,240.34- $96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education.

Making this change will allow the Building Department to more easily hire and retain Plan Checkers/ Inspectors by making the salaries and job requirements equivalent to those in the surrounding counties.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job description was approved by the Board of Supervisors April 2004 (B/S Res. 04-171). It was revised February 2006 (B/S Res. 06-73) and again May 2017 (B/S Res. 17-245)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this action as recommended may make it difficult for the Building Department to retain and hire Plan Checker/ Inspectors.

FINANCIAL IMPACT

Due to vacancies, the Building Department has enough funds to pay for the increase in salaries for the Plan Checker/ Inspectors.

ATTACHMENTS

1. **Plan Checker Inspector salary ranges (2)**
2. **Plan checker- Inspector I-II_Revised**
3. **PlanChecker_Explanation**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

Plan Checker/Inspector I/II Salary Range

	Plan Checker/Inspector I	**Plan Checker/Inspector II**
Step 1	$62,291.840	$79,240.342
Step 2	$65,406.432	$83,202.359
Step 3	$68,676.754	$87,362.477
Step 4	$72,110.591	$91,730.601
Step 5	$75,716.121	$96,317.131

Senior Plan Checker/Inspector Salary Range

Step 1	$90,016.670
Step 2	$94,517.504
Step 3	$99,243.379
Step 4	$104,205.548
Step 5	$109,415.825

Plan Checker/ Inspector I/II

DEFINITION

To perform field inspections of residential and commercial building and related structures in all stages of construction, alteration, and repair; to enforce the current adopted version of the California Code of Regulation (CCR) Title 24 Parts 1-12 (The Building Code) and related codes and ordinances; to review construction plans for code compliance; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Plan Checker/ Inspector.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs field inspections of residential, commercial, and industrial buildings and other structures under construction, alteration, and repair for compliance to building plans, CCR Title 24 and local laws, ordinances, and regulations.

Inspects construction framing, foundations, concrete, plastering, fire sprinklers, masonry, tile work, electrical, plumbing, and HVAC installations on new construction and alterations for code compliance purposes.

Conducts field and code enforcement observations to check for hazardous conditions and complaints.

Inspects the quality of materials used in construction projects.

Inspects setbacks from property lines and boundary determinations to ensure compliance with approved plans, codes, and ordinances.

Reviews construction and/or alteration plans to determine compliance with building codes and regulations.

May schedule and conduct meetings with contractors, developers, engineers, architects, and property owners for construction planning and inspections at various stages of completion.

Writes and issues correction notices for construction deficiencies and performs re-inspections to ensure that deficiencies have been corrected.

Provides information to contractors, developers, engineers, architects, and property owners regarding building codes and related ordinances, regulations, and requirements.

Monitors changes in building code requirements and new construction techniques.

Conducts and certifies final inspections.

Issues and posts stop work, prohibited occupancy or hazardous condition notices on construction sites and existing structures which fail to meet code.

Investigates complaints of alleged violations of building codes and ordinances.

Maintains inspection logs and documentation and prepares required reports.

Performs general clerical work as required, including preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, assisting customers at the front desk and over the telephone, etc.

Assists other Building Department staff as needed.

~~EXPIRIENCE~~EXPERIENCE AND TRAINING~~MINIMUM QUALIFICATIONS:~~

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Plan Checker/Inspector-I:
Possession of a high school diploma or equivalent, four years of responsible experience in the building and/or construction trades, and~~and the~~ must ~~ability to~~ obtain an inspection certificate issued by the ICC Within one year of employment, or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*~~Possession~~

Plan Checker/Inspector-II: In addition to the above, must ~~the ability to~~ obtain two certificates within one year of employment or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Preferred Qualifications:
Plan Checker/Inspector-I: ~~of a~~At least one building inspection certificate issued by the ICC, or a combination ICC inspection certificate or ~~the ability to obtain one of the certificates within one year of employment.~~

Possession of Plans Examiner certificate issued by the ICC.

Plan Checker/Inspector-II: In addition to the preferred qualifications for *Plan Checker/Inspector-I*, possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificates.

~~**Plan Checker/Inspector II**~~
~~Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificates or the ability to obtain certificates within one year of employment.~~

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~~Possession of Plans Examiner certificate issued by the ICC.~~

~~**EXPERIENCE:**~~
~~Four years of responsible experience in the building and/or construction trades.~~

~~**EDUCATION:**~~
~~High school diploma or GED equivalent.~~

ADDITIONAL REQUIREMENTS:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Possession of a California Contractor's License is highly desirable.

EMPLOYMENT STANDARDS

KNOWLEDGE OF:
Uniform building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health, and safety codes; zoning ordinances.

Principles and techniques of building inspection work.

Principles of structural design and engineering mathematics.

Safety standards, materials and methods used in the construction of commercial, industrial and residential buildings.

Research methods and sources of information related to building code enforcement.

Principles and practices of record-keeping.

Record-keeping and report writing techniques.

Modern office practices and technology, including the use of computers for data and word processing.

English usage, spelling, grammar and punctuation.

Safe work practices.

ABILITY TO:
Learn, understand, and interpret local laws, ordinances, requirements, and regulations related to

building inspection activities and operations.

Read and interpret building plans, blueprints, specifications and building codes.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations, and standard construction practices.

Advise on standard construction methods and requirements for residential, commercial, and industrial buildings.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Make mathematical calculations rapidly and accurately.

Work independently in the absence of supervision.

Understand and carry out written and oral instructions.

Establish and maintain cooperative working relationships with those contacted while at work.

Communicate clearly and concisely, both orally and in writing.

Prepare and maintain accurate work records and reports.

Operate a county vehicle safely.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dusts, vibration, working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move objects and materials of up to 50 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Plan Checker / Inspector

Initially, the Class Specification ladder for the Plan Checker / Inspector consisted of only the non-flex single classification. This position was expanded to a flex I/II position and added a Senior Plan Checker / Inspector. These changes provide employees with further job growth and allow for further technical supervision-level responsibilities in the Senior position. Listed below are the significant elements from the existing and revised job descriptions.

Current	Revised
SUPERVISION RECEIVED AND EXERCISED Receives general supervision from the Building Department Director. **MINIMUM QUALIFICATIONS** **Experience:** Three years of increasingly responsible experience in the building and/or construction trades. **Education:** High school diploma or GED equivalent. **Additional Requirements:** Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. AND Possession of, or the ability to obtain within 18 months of employment, an ICC certificate as a Plans Examiner and possession of, or the ability to obtain within 18 months of employment at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. OR A California Licensed Engineer or California Licensed Architect.	SUPERVISION RECEIVED AND EXERCISED Receives general supervision from the Senior Plan Checker/ Inspector. **EXPERIENCE AND TRAINING** *Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is*: *Plan Checker/Inspector-I:* Possession of a high school diploma or equivalent, four years of responsible experience in the building and/or construction trades and must obtain an inspection certificate issued by the ICC Within one year of employment, or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.* *Plan Checker/Inspector-II:* In addition to the above, must obtain two certificates within one year of employment or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.* **Preferred Qualifications:** *Plan Checker/Inspector-I:* At least one building inspection certificate issued by the ICC, or a combination ICC inspection certificate or Possession of Plans Examiner certificate issued by the ICC. *Plan Checker/Inspector-II:* In addition to the preferred qualifications for *Plan Checker/Inspector-I*, possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificates. **ADDITIONAL REQUIREMENTS:** Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

What about minimum requirements

Below is an excerpt from the California Health and Safety Code that addresses the minimum requirements for building inspector-type positions.

> *California Code :: Health and Safety Code - HSC :: DIVISION 13 - HOUSING :: PART 2.5 - STATE BUILDING STANDARDS :: CHAPTER 7 - Construction Inspectors, plans examiners, and building Officials :: Section 18949.28.* (a) *All construction inspectors, plans examiners and building officials who are not exempt from the requirements of this chapter pursuant to subdivision (b), or previously certified, shall complete one year of verifiable experience in the appropriate field, and shall, within one year thereafter,* obtain certification from a recognized state, national, or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency. [1]

What are other counties doing?

When these changes were proposed, I thought they may have made the minimum requirements too low. I did some research and found among California counties a wide range of minimum requirements for both building and Plan Checker/Inspector positions (see attached *Other California Minimum Requirements for Building Inspector Positions* and *Other California Minimum Requirements for Plan Checker / Inspector Positions.)*

[1] *2022 California Code :: Health and Safety Code - HSC :: DIVISION 13 - HOUSING :: PART 2.5 - STATE BUILDING STANDARDS :: CHAPTER 7 - Construction Inspectors, plans examiners, and building Officials :: Section 18949.28.* (n.d.). Justia Law. https://law.justia.com/codes/california/2022/code-hsc/division-13/part-2-5/chapter-7/section-18949-28/

Other California Minimum Requirements for Plan Checker / Inspector Positions

COUNTY NAME	HIGHSCHOOL / GED	HIGHER ED	EXPERIENCE	DRIVERS LIC.	1-2 ICC CERTS	3+ ICC CERTS	OTHER LIC.
MARIPOSA	YES	NO	3 YEARS	YES	2/3 WITHIN 18 MTHS	NO	CA ENGINEER OR ARCHITECT COULD SUB
MARIPOSA Proposed	YES	NO	3 YEARS	YES	1 WITHIN 12 MTHS	NO	CA ENGINEER OR ARCHITECT COULD SUB
AMADOR	YES	NO	2 YEARS	YES	1 + 1 MORE WITHIN 1 YEAR	NO	/
CALAVERAS	YES	30 COLLEGE UNITS WOULD SUB 1 YR. EXP.	1 YEAR	YES	1 WITHIN 12 MTHS	NO	/
SAN FRANCISCO	YES	BA	2 YEARS	YES	NO	NO	/
MENDOCINO	YES	NO	4 YEARS	YES	1	NO	/
NAPA	YES	NO	3 YEARS	YES	1 WITHIN 12THS	NO	/
TUOLUMNE	YES	2YRS COLLEGE WOULD SUB FOR 1 YR. EXP	1 OR THE COLLEGE	YES	1 WITHIN 24 MTHS	NO	/
TURLOCK	YES	30 COLLEGE UNITS WOULD SUB 1 YR. EXP.	2 YEARS	YES	1 WITHIN 12 MTHS	NO	/
PLEASANTON	YES	AA OR HIGHER DESIRED	2 YEARS	YES	1	DESIRED	/

Higher Requirement

COLLEGE UNITS MUST BE IN CONSTRUCTIONS TRADES

Lower Requirement

Equivalent Requirement

Experience/Education substitutions are not counted as requirements.

Certification requirements that change with experience are shown as a gradient.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-544

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Amendment to Sheriff's Security Officer Job Description

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RECOMMENDATION AND JUSTIFICATION

Approve the Amendment to Sheriff's Security Officer Job Description.

The Sheriff's Office has requested that the job description of Sheriff's Security Officer be amended to require successful completion of a POST course on PC 832 (arrest and firearms training) or a valid California P.O.S.T Basic Certificate within one year of hire date. Currently, the minimum requirements for this job require PC 832 or P.O.S.T to be completed prior to applying for the position. Updated *Distinguishing Characteristics* to include, "Incumbents carry a firearm upon completing applicable Peace Officer Standards and Training (P.O.S.T)."

The Sheriff's Office is having difficulty recruiting for this position and believe this change will enable them to more easily fill the vacancy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job classification was approved December 2016 (B/S Res. 16-662). It was revised July 2018 (B/C Res. 18-366).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request could impact the Sheriff's Office ability to hire Security Officers for the County.

FINANCIAL IMPACT

This will have no impact on the budget as funds were already allocated during FY 2023-2024.

ATTACHMENTS

1. **Sheriff's Security Officer DRAFT**

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

SHERIFF'S SECURITY OFFICER

DEFINITION

To physically secure and protect property owned, operated, or administered by the County; to operate and monitor screening equipment; to assist Superior Court personnel; and perform other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Sheriff's Security Officer position is neither a peace officer nor a public safety officer but a public officer as defined in section 831.4 of the California Penal Code. Incumbents carry a firearm upon completing applicable Peace Officer Standards and Training (P.O.S.T), are responsible for facility security, and assist sworn personnel in guarding County property against fire, theft, vandalism, and trespassing. The Sheriff's Security Officer generally operates at a fixed post but may be assigned to provide related security functions. Incumbents must distinguish between circumstances in which counseling, admonition, and explanation will maintain a peaceful environment or where the intervention of law enforcement personnel is necessary and respond to and report situations appropriately. The Sheriff's Security Officer applies knowledge of departmental security techniques, policies, and procedures and exercises independent judgment.

~~The Sheriff's Security Officer position is neither a peace officer nor a public safety officer but a public officer as defined in section 831.4 of the California Penal Code. Incumbents in this class do not engage in active law enforcement duties but are responsible for the security of locations or facilities and assist sworn personnel in guarding County property against fire, theft, vandalism, and trespassing. The Sheriff's Security Officer generally operates at a fixed post but may be assigned to provide related security functions. Incumbents must distinguish between circumstances in which counseling, admonition, and explanation will serve to maintain a peaceful environment or where the intervention of law enforcement personnel is necessary and respond to and/or report situations appropriately. The Sheriff's Security Officer applies knowledge of departmental security techniques, policies and procedures, and exercises independent judgment.~~

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SUPERVISION RECEIVED AND EXERCISED

Supervision is received by a Sheriff's Deputy or other ~~higher level~~higher-level position.

EXAMPLES OF ESSENTIAL FUNCTIONS

Work from a fixed post or inner/outer perimeters of one or more facilities to detect or prevent individuals from committing violations of law.

Conduct searches of individuals for weapons or contraband, and detain individuals for further investigation or arrest, where circumstances and conditions warrant such action.

Appear in court as a witness.

Direct visitors to the various services provided within a facility; require all visitors to enter

through the "search screen" prior to admittance into a facility.

Ensure that only authorized personnel access restricted areas.

Control access to County property by proper authorization and identification.

Utilize fixed and ~~hand held~~hand-held scanning devices to detect unauthorized weapons.

Monitor alarm systems and electronic surveillance equipment.

Operate miscellaneous equipment and motor vehicles as assigned.

Assist sworn personnel in securing facilities and conducting searches.

Write daily activity and incident reports as required.

Investigate questionable acts or behavior observed or reported in the Court or other facilities.

Assist in building evacuations as directed.

Perform other related duties similar to the above in scope and function as required.

EMPLOYMENT STANDARDS

Knowledge of:

Basic law enforcement principles and techniques.

Operation of communication equipment used in the course of work such as radios and related systems.

Basic factors that influence human behavior.

Security methods and techniques.

Basic report writing methods and practices.

Basic first aid.

Ability to:

Maintain the security of building and grounds.

Understand and execute written and oral instructions.

Communicate effectively in both oral and written forms.

Learn to operate fixed and hand-held scanning devices.

Adopt quick, effective, and reasonable courses of action under adverse and/or emergency conditions.

Interact with people of different social, economic, and ethnic backgrounds.

Meet the physical requirements necessary to perform the duties of the job.

Establish and maintain effective work relationships with those contacted in the performance of required duties

TYPICAL WORKING CONDITIONS

Work is performed indoors and outdoors in all kinds of weather. Work involves intense concentration on activities going on around one's location on a constant basis throughout the entire work shift. Worker may be exposed to individuals who may be hostile and abusive.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to stand and walk for extended periods of time; lift and/or move weights up to 55 lbs. from floor level, such as lifting an injured person; run quickly, such as in responding to an emergency situation; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Must be able to operate defensive devices, including but not limited to chemical spray and baton.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent; or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

~~**MINIMUM QUALIFICATIONS**~~

~~**Experience:**~~

~~None required.~~

~~**Education:**~~

~~High school graduate or equivalent.~~

Additional Requirements:

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Possession of a valid PC 832 (arrest and firearms training) Certificate OR~~or~~ a valid California P.O.S.T Basic ~~Certificate.~~ Police Academy Certificate OR the ability to obtain either within 1 year of appointment.

Must be at least 21 years of age at time of appointment.

Ability to pass a background investigation and psychological evaluation prior to appointment.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an ~~acknowledgement~~ acknowledgment form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 12/16 (B/S Res. 16-662)
Revision date: 07/18 (B/S Res. 18-366)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Abel Del Real-Nava

RE: Approve an Increase in the Salaries for the Following Full Time Permanent Positions to Match the Extra Help Position Salaries: Nurse Practitioner, Public Health Nurse I and Registered Nurse and Adjust the Salaries of Public Health Nurse II and Public Health Nurse Manager to Maintain the Appropriate Five Percent Salary Spread As These Positions are Linked to the Public Health Nurse Job Classification Series

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RECOMMENDATION AND JUSTIFICATION

Approve an Increase in the Salaries for the Following Full Time Permanent Positions to Match the Extra Help Position Salaries: Nurse Practitioner, Public Health Nurse I and Registered Nurse and Adjust the Salaries of Public Health Nurse II and Public Health Nurse Manager to Maintain the Appropriate Five Percent Salary Spread As These Positions are Linked to the Public Health Nurse Job Classification Series.

It has been brought to the attention of Human Resources that the Nurse Practitioner, Public Health Nurse I and Registered Nurse's extra help salaries were higher than the full-time permanent salaries. This board resolution will adjust the full-time salaries to match the extra help positions. By raising the full-time salaries, these adjustments will allow Health and Human Services to be more competitive with other businesses also hiring this level of employee. Please see the attached Nursing Wages Excel spreadsheet for a breakdown of salaries.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Nurse Practitioner job classification was created 4/1990 (B/S Res. 90-201). It has been revised twice, most recently 10/2018 (B/S Res. 18-475). The Public Health Nurse classification was created 9/2017 (B/S Res. 17-632). The Public Health Nursing Manager was created 6/2010 (B/S Res. 10-319). The Registered Nurse classification was created 6/1991 and revised four times, most recently 4/2016 (B/S Res. 16-174).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the increase in salary for the full time permanent positions to match the extra help salaries. This may make it difficult for Health and Human Services to hire and maintain these positions.

FINANCIAL IMPACT

There should be no increase to the general fund. Health and Human Services has enough money allocated in their Fiscal Year 23-24 budget to cover these salary increases.

ATTACHMENTS

1. **Attachment 1NursingWages_**

2. **Nurse Practitioner**
3. **Public Health Nurse I-II**
4. **Public Health Nursing Manager**
5. **Registered Nurse**

Nurse Practitioner					
	Nurse Practitioner	Salary	Hourly	Proposed Salary	Proposed Hourly Wage
Extra Help Wage: $80.899	Step 1	111,373.60	$ 53.545	$168,269.920	$ 80.899
	Step 2	$ 116,942.280	$ 56.222	$176,683.416	$ 84.944
	Step 3	$ 122,789.394	$ 59.033	$185,517.587	$ 89.191
	Step 4	$ 128,928.864	$ 61.984	$194,793.466	$ 93.651
	Step 5	$ 135,375.307	$ 65.084	$204,533.139	$ 98.333
	Minimum Average	Midpoint Average	Maximum Average	Number of Responses	
Market Results Survey 2023	$ 92,642.99	$ 105,488.24	$ 118,333.50	6	
Difference between Mariposa County - Nurse Practitioner and Survey Results 2023	$18,730.61	$17,593.65	$17,041.81		

Public Health Nurse - I					
	Public Health Nurse - I	Salary	Hourly	Proposed Salary	Proposed Hourly Wage
Extra Help Wage: $49.467	Step 1	72,001.28	$ 34.616	$ 102,891.360	$ 49.467
	Step 2	$ 75,601.344	$ 36.346	$ 108,035.928	$ 51.940
	Step 3	$ 79,381.411	$ 38.163	$ 113,437.724	$ 54.537
	Step 4	$ 83,350.482	$ 40.072	$ 119,109.611	$ 57.264
	Step 5	$ 87,518.006	$ 42.073	$ 125,065.091	$ 60.127
	Minimum Average	Midpoint Average	Maximum Average	Number of Responses	
Market Results Survey 2023	$ 76,768.40	$ 89,263.31	$ 101,758.22	9	
Difference between current Mariposa County - Public Health Nurse - I and Survey Results 2023	($4,767.12)	($9,692.81)	($14,240.21)		

Public Health Nurse - II					
	Public Health Nurse - II	Salary	Hourly	Proposed Salary	Proposed Hourly Wage
	Step 1	79,553.760	$ 38.247	$ 108,035.928	$ 51.940
	Step 2	$ 83,541.120	$ 40.164	$ 113,437.724	$ 54.537
	Step 3	$ 87,713.600	$ 42.170	$ 119,109.611	$ 57.264
	Step 4	$ 92,100.320	$ 44.279	$ 125,065.091	$ 60.127
	Step 5	$ 96,705.440	$ 46.493	$ 131,318.346	$ 63.134

Public Health Nurse - Manager					
	Public Health Nurse - Manager	Salary	Hourly	Proposed Salary	Proposed Hourly Wage
	Step 1	111,571.200	$ 53.640	$ 113,437.724	$ 54.537
	Step 2	$ 117,156.000	$ 56.325	$ 119,109.611	$ 57.264
	Step 3	$ 123,007.040	$ 59.138	$ 125,065.091	$ 60.127
	Step 4	$ 129,157.600	$ 62.095	$ 131,318.346	$ 63.134
	Step 5	$ 135,607.680	$ 65.196	$ 137,884.263	$ 66.291

Registered Nurse - I					
	Registered Nurse - 1	Salary	Hourly	Proposed Salary	Proposed Hourly
Extra Help Wage: $43.991	Step 1	$ 65,156.000	$ 31.33	$ 91,501.280	$ 43.991
	Step 2	$ 68,413.800	$ 32.89	$ 96,076.344	$ 46.191
	Step 3	$ 71,834.490	$ 34.54	$ 100,880.161	$ 48.500
	Step 4	$ 75,426.215	$ 36.26	$ 105,924.169	$ 50.925
	Step 5	$ 79,197.525	$ 38.07	$ 111,220.378	$ 53.471
	Minimum Average	Midpoint Average	Maximum Average	Number of Responses	
Market Results Survey 2023	$ 65,638.97	$ 76,531.27	$ 87,423.57	6	
Difference between current Mariposa County - Registered Nurse - I and Survey Results 2023	($482.97)	($4,525.66)	($8,226.04)		

County of Mariposa

NURSE PRACTITIONER

DEFINITION

Under general direction, to provide specialized health care services in physical diagnosis, psychosocial assessment, and management of health and illness needs consistent with the expanded role of a registered nurse, including screening physical examinations of children and adults.

SUPERVISION RECEIVED AND EXERCISED

Reports to the Public Health Nursing Manager (Director of Public Health Nursing) and receives medical direction from the Psychiatrist (Behavioral Health Medical Director) and the County Health Officer.

May exercise supervision over lower level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, the following duties may be included, but are not limited to, and are under the medical direction of a licensed physician:

Conducts, updates, and records clinical assessments and treatment plans of clients; identifies the health status of children and adults by taking thorough histories, performing a complete physical examination and initiating appropriate diagnostic and screening tests.

Evaluates medical complaints and performs appropriate physical examinations to determine the likely cause of the complaints.

Orders and interprets a variety of routine tests which may include blood counts, chemistry panels, lipid panels, liver function tests, medication levels, and electrocardiograms.

Provides direct and indirect clinical services to clients; initiates selected therapy for specific problems, utilizing standing orders signed by the Behavioral Health Medical Director or County Health Officer.

Assists clients with obtaining community-based outpatient primary carre for acute or chronic, pre-existing or newly diagnosed medical conditions.

Provides psychiatric care to clients in consultation with the Behavioral Health Medical Director, which includes identifyingmedication needs and determining efficacy of the medication regimen.

Collaborates with the clinical team and consulting psychiatrist to develop the most appropriate, culturally responsive and effective psychotropic medication regimen; evaluates medical complaints and performs appropriate physical examinations to determine the likely cause of the complaints.

Arranges for hospital admission of patients and facilitates the referral of appropriate health facilities, agencies, and resources.

Provides health education to clients who are being examined; identifies community health resources and guides individuals in their use.

Assists in the implementation and maintenance of medical policies, procedures, and protocols within the individual programs as identified by medical management.

Works in conjunction with management to orient and train other staff providing services for the agency.

Other duties as directed by the Behavioral Health Medical Director, Director of Public Health Nursing, or County Health Officer and consistent with State B.R.N. guidelines.

EMPLOYMENT STANDARDS

Knowledge of:

Federal, State, and local laws and regulations governing behavioral health and public health.

Professional nursing principles, procedures, and techniques used in the care and treatment of patients.

Causes and means of transmission and methods of control of communicable diseases.

Child growth and development and procedures involved in promoting maternal and child health.

The proper approach to a screening physical examination.

Social, psychological, and physical factors of mental and emotional disorders.

Current medication management strategies and their application to both medical and behavioral health patients, including management of opioid and benzodiazepine dependence.

Laws and regulations relating to the practice of medicine and nursing in a behavioral health setting and/or public health agency.

Principles and practices of diagnosis and treatment of common medical problems.

Medical and social community resources available to patients.

Ability to:

Construct a complete medical history.

Perform a physical exam.

Identify problems and develop and implement treatment plans.

Evaluate patient's behavior.

Maintain accurate written charts and records of patient activities and progress.

Analyze situations accurately and take effective action.

Communicate with pharmacies, substance abuse treatment entities, primary care physicians, and other affiliated health providers.

Administer medications including psychotropic drugs; monitor and record patient's medication usage and results.

Educate patients and family members about mental health and medical conditions, preventative health measures, and medication/treatment plans.

Establish and maintain cooperative relationships with public and private, social, and health agencies.

Communicate effectively, orally and in writing, with patients, their families, facility and clinic staff, and others; prepare clear and concise communications, reports, and records.

Use professional judgment to determine and apply appropriate intervention techniques with patients in crisis.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment with some field visits. Interaction with clients requires adaptability when confronted with emergency, critical, unusual, or potentially dangerous situations. Potential exposure to infectious diseases.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties: lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Education:
Graduation from an accredited Nurse Practitioner Training Program and graduation from an accredited program of Registered Nursing.

Experience:
Experience utilizing the skills of the extended role of the RN including performance of physical exams and working under standard protocols of diagnosis and treatment is preferred.

Additional Requirements:
Possession of a valid and current Nurse Practitioners Certificate issued by the State of California and a valid and current Registered Nurse License issued by the State of California.

Possession of a valid CPR and first-aid certificate.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Created: 4/90 (B/S Res. 90-201)
Revision Date 02/06 (B/S Res. 06-73); 10/18 (B/S Res. 18-475)

PUBLIC HEALTH NURSE I/II

DEFINITION

Under direction, to provide public health nursing services to individual clients and the community at large in connection with the prevention and control of disease or adverse health conditions; and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Public Health Nurse I/II is a flexibly-staffed class series. Advancement from the I to the II level is at the discretion of the County Health Officer with recommendations from the Public Health Nursing Manager, provided that the following criteria are met: (1) the minimum qualifications requirements, (2) demonstration of the ability to independently perform the full scope of the assigned duties, and (3) assignment and performance of the duties of the experienced level as defined in the Distinguishing Characteristics of the Public Health Nurse II below.

Public Health Nurse I is the entry-level of this professional series. It provides a full range of public health nursing services including clinic services; counseling and guidance; fieldwork in schools, homes, and community centers in connection with the prevention and control of disease or adverse health conditions; and the development of healthy lifestyles. Assignments at this level are subject to close supervision and review while in progress and upon completion.

Public Health Nurse II is the experienced level in the series. This classification differs from Public Health Nurse I in that incumbents at the II level are expected to perform the more difficult assignments with minimal supervision and review and may act in a lead capacity or assist in the training and supervision of subordinate staff. Public Health Nurse II differs from the Public Health Nursing Manager which is responsible for directing and coordinating public health nursing field activities and personnel.

SUPERVISION RECEIVED AND EXERCISED

I – Receives close supervision from the Public Health Nursing Manager and/or the County Health Officer. May receive lead direction from the Public Health Nurse II. May exercise lead direction over paraprofessional and clerical staff.

II – Receives general supervision from the Public Health Nursing Manager and/or the County Health Officer. May exercise technical and functional direction over other professional staff and paraprofessional staff, and exercises lead direction over clerical staff on a routine basis.

EXAMPLES OF ESSENTIAL FUNCTIONS

Provides public health nursing services to individual clients and the community at large, including clinical care, home visits, counseling, public health instruction, and education.

Assists in the promotion, development, maintenance, and staffing of maternal child adolescent health; immunization; child lead poisoning prevention; oral health; child health disability

prevention; foster care; communicable disease; rabies prevention programs; family planning; substance abuse and mental health programs; and clinic services.

Assists in developing program policies and procedures; assists with in evaluating program effectiveness.

Makes referrals to other agencies and/or providers as appropriate; assists clients in accessing health and community services as needed.

Participates in epidemiological investigations in the home, school or community, identifying potential risks to the community, and implementing measures for disease containment.

Prepares written educational materials for distribution to the community; locates, evaluates and distributes existing educational materials as appropriate.

Works with physicians and community groups to keep, establish, and carry on work in the promotion of maternal and child health.

Participates in conferences, task forces and meetings, and confers with public health administrators and others on community public health problems.

Attends civic and other community meetings and events to explain and promote the activities and functions of the program and to establish favorable public relations; gives public speaking presentations as requested; prepares publicity materials for distribution; oversees and/or participates in community events as appropriate.

Coordinates and/or participates in special programs and projects as assigned.

Responds to and resolves citizen, client or community requests for assistance, complaints or inquiries.

Coordinates assigned activities and programs with those of other departments, divisions and agencies as appropriate.

Performs general administrative and clerical work as required, including preparing reports and correspondence, conducting and attending meetings, copying and filing documents, entering and retrieving computer data, assembling materials, sending and receiving faxes, answering the telephone, compiling data for reports, preparing mailings, etc.

***Public Health Nurse II (in addition the above)*:**
Provides and/or coordinates staff training; offers advice and assistance as needed; recommends disciplinary measures as appropriate.

Develops program goals, objectives, policies, procedures and protocols.

Administer specialized public health programs under minimal supervision

EMPLOYMENT STANDARDS
Knowledge of:
Pertinent federal, state and local laws, regulations, codes and ordinances.

Accepted Public Health Nursing standards.

Principles, procedures and techniques used in planning, evaluating and administering public health programs.

Principles and practices of nursing as applied to public health practice, and preventive medicine.

Recent developments, current literature, and sources of information related to public health administration.

Principles, methods and procedures of nursing as applied to public health practice, and of preventive medicine.

Principles, practices, and current issues in health education, including mental health, substance abuse, maternal and child health, and general public health.

Basic causes and types of treatment for substance abuse, mental health disorders and public health issues.

Sociological, cultural, environmental, and economic factors affecting individual and public health.

Causes, means of transmission, and methods of controlling communicable diseases.

Interviewing and counseling practices and techniques.

Principles, techniques and materials used in public health education.

Modern office practices and technology, including the use of computers for word processing and records management.

English usage, spelling, grammar and punctuation.

Safe work practices.

Excellent interpersonal communication skills and techniques.

Ability to:
Interpret, analyze and apply federal, state and local laws, rules, regulations, codes and ordinances.

Plan, organize, evaluate, and provide leadership in community health programs and public health nursing activities.

Plan, organize, supervise and evaluate the work of subordinate staff.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Exercise initiative, ingenuity, and sound judgment in solving difficult administrative, professional, technical, and personnel problems.

Research and prepare effective public education and information materials.

React quickly and calmly in emergency situations.

Make effective public presentations.

Communicate effectively in both oral and written form.

Carry out departmental and County missions.

TYPICAL WORKING CONDITIONS

Work is performed in an office and clinic environment and may include outdoor work and in-home visits. Incumbent drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature extremes, wetness, communicable disease, pathogenic substances, odors, skin irritants.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and clinic environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office and/or clinical duties; operate motor vehicles; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform clinical duties.

MINIMUM QUALIFICATIONS

Experience:

Public Health Nurse I
One year of experience as a Public Health Nurse is desirable.

Public Health Nurse II
Two years of experience as a Public Health Nurse with increasing assumption of administrative responsibilities. A Master's degree in nursing or public health can substitute for one year of the required experience.

Education: *(Both Public Health Nurse I and II)*
Graduation from an accredited college or university with a Bachelor's degree in nursing;

Additional Requirements: *(Both Public Health Nurse I and II)*
Possession of a valid and current Registered Nurse license issued by the State of California.

Possession of a valid and current Public Health Nurse certificate issued by the State of California. (*For the Public Health Nurse I, if not certified, must obtain certification as a Public Health Nurse within one year of employment).*

Possession of a valid and current Health Care Provider CPR certification.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 09/17 (B/S Res. 17-632)

PUBLIC HEALTH NURSING MANAGER

DEFINITION

To serve as the Director of Public Health Nursing pursuant to the California Code of Regulations; to plan, coordinate, direct and evaluate the activities and services of public health nursing services to individual clients and the community at large through the provision of clinical services and counseling and through the promotion of community health and welfare; to assign, supervise, and evaluate the work of professional nursing staff and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the County Health Officer.

Exercises direct supervision over professional staff and may exercise lead supervision over subordinate support staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plans, organizes, administers and supervises public health nursing services, programs, and activities of the Public Health Department.

Recommends and develops program goals, objectives, policies, procedures, and protocols and advises staff on the interpretation and application of department policies and protocols.

Maintains and participates in various programs and clinic services.

Provides public health nursing services to individual clients and the community at large, including clinical care, counseling. and public health instruction and education.

Oversees the administration of provider and inter-agency agreements and contracts.

Prepares targeted case management assessment and develops service plans for clients; consults with colleagues, providers, other case managers or supervisors concerning cases; conducts home visitation as required; reviews and/or completes charting of client progress in medical records and all other documentation as required; monitors cases to ensure quality care is provided to all clients.

Makes referrals to other agencies and/or providers as appropriate; assists clients in accessing health and community services as needed.

May promote and administer a grant program to provide community groups with funding for special public health projects and programs.

Provides direction to subordinate staff regarding difficult, complex or complicated cases.

Supervises and evaluates the work of professional staff and provides direction of subordinate staff as assigned; provides or coordinates staff training; offers advice and assistance as needed; implements disciplinary measures as appropriate.

Collaborates with other health care providers, professionals, and community representatives in assessing implementation and evaluation of assigned programs.

Oversees and participates in the preparation and maintenance of accurate and up-to-date program records; prepares and submits various technical, administrative and financial reports as required by the County and other agencies.

Represents the department on various community, regional, and State committees related to assigned public health programs or activities.

Coordinates assigned activities and programs with those of other departments, divisions and agencies as appropriate.

May participate in County budget preparation and provide cost estimates for budget recommendations.

Performs general administrative work as required, including preparing reports and correspondence, attending meetings, copying and filing documents, sending and receiving faxes, entering and retrieving computer data, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances.

Accepted Public Health Nursing standards.

Principles, procedures and techniques used in planning, evaluating and administering public health programs.

Recent developments, current literature and sources of information related to public health administration.

Principles, methods and procedures of nursing as applied in public health practice, and of preventive medicine

Principles, practices and current issues in health education, including mental health, substance abuse, maternal and child health, and general public health; understanding the causes and types of treatment for substance abuse, mental health disorders, and public health disorders.

Sociological, cultural, environmental and economic factors affecting individual and public health.

Principles of supervision, training and performance evaluation.

Budget preparation and administration practices.

Report and business letter preparation techniques.

Modern office practices and technology, including the use of computers for data processing and records management.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public / community relations techniques.

Ability to:
Interpret, analyze and apply federal, state and local laws, rules, regulations, codes and ordinances.

Plan, organize, evaluate and provide leadership in community health programs and public health nursing activities.

Monitor and manage contracts for services.

Plan, organize, supervise, train, and evaluate the work of subordinate staff.

Prepare and administer program budgets and plans.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Exercise initiative, ingenuity and sound judgment in solving difficult administrative, professional, technical and personnel problems.

Research, analyze and evaluate new service delivery methods and procedures.

Work effectively with clients and family members and assist them in the satisfactory solution of health problems.

React quickly and calmly in emergency situations.

Prepare clear and concise administrative, financial and technical reports.

Make effective public presentations.

Gain cooperation through discussion and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

TYPICAL WORKING CONDITIONS

Work is performed in an office and clinic environment. Incumbent drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature extremes, wetness, communicable disease, pathogenic substances, odors, skin irritants.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and clinic environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office and/or clinical duties; operate motor vehicles; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform clinical duties.

MINIMUM QUALIFICATIONS

Experience:

Three years of experience as a Public Health Nurse with increasing assumption of administrative responsibilities, or five years of experience as a Public Health Nurse in a generalized public health nursing program, including at least two years experience in program coordination or supervision.

Education:

High school or GED equivalency is required. Graduation from an accredited college or university with a Bachelor's degree in nursing, or graduation from an accredited program of registered nursing and graduation from an accredited program of study for public health nursing.

Additional Requirements:

Possession of a valid, current Registered Nurse license issued by the State of California.

Possession of a valid, current Public Health Nurse certificate issued by the State of California.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 06/10 (B/S Res. 10-319)

County of Mariposa

REGISTERED NURSE

DEFINITION

Under general supervision, to provide nursing services in clinics, conferences, schools, and homes. Clinical nursing services provided will be those ordinarily considered within the scope of the registered nurse in the State of California.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Public Health Nursing Manager or County Health Officer.

EXAMPLES OF ESSENTIAL FUNCTIONS

Provides initial patient assessment, invasive nursing services including injection of biological substances, venapuncture, finger stick determinations for chemical analysis, and related activities.

Provides patient assessment and intervention within the scope of the registered nurse and pertaining to mental health, substance abuse and dependence, infectious disease, maternal and child health, pediatric health, and related areas.

Provides acute nursing intervention including resuscitation and provision of CPR when required.

May provide program direction for a specific health care program or constellation within the scope of the registered nurse and under the supervision of the Public Health Nursing Manager or Health Officer; such activities would include community outreach, education, counseling, identification of high-risk persons, intervention for high-risk persons, provisions of nursing, and appropriate administrative activities which would support such a program.

EMPLOYMENT STANDARDS

Knowledge of:

Principles, methods, and procedures of nursing as applied to the usual scope of registered nursing in the State of California.

Availability of technical methods needed for the performance of such nursing skills including laboratory tests and diagnostic tests within the scope of a registered nurse.

Availability of consultative services from physician or public health nurse.

Methods of community outreach and community organization applicable to a program of health care delivery or intervention for a health problem.

Principles and specifics regarding pharmacology, physiology, biochemistry, and psychology as applicable in clinical nursing.

Principles of mental health.

Ability to:
Work effectively with individuals and families to assist them in the satisfactory resolution of health problems.

Establish and maintain cooperative relations with public and private social health agencies.

Analyze clinical situations accurately and take appropriate action.

Document clinical parameters in patient care and nursing interventions in a manner consistent with the current evidence based practices.

Work effectively with co-workers.

Understand and execute oral and written instructions.

TYPICAL WORKING CONDITIONS

Work is performed in an office and clinic environment. Incumbent drives on surface streets and may be exposed to traffic hazards, adverse weather conditions, temperature extremes, wetness, communicable disease, pathogenic substances, odors, skin irritants.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and clinic environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office and/or clinical duties; operate motor vehicles; lift and/or move light to moderately heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and medical equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform clinical duties.

MINIMUM QUALIFICATIONS

Experience:
One year of experience as a registered nurse in a community health center or other healthcare setting.

Education:
High school or GED equivalency is required. Graduation from an accredited college with an Associate's degree in nursing. Graduation from an accredited university with a Bachelor's degree in nursing is desirable.

Possession of:
A valid Registered Nurse License issued by the California State Board of Nursing.

A valid California Driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Creation date: 6/91
Revision Date: 9/91; 4/93; 02/06 (B/S Res. 06-73); 4/16 (B/S Res. 16-174)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-545

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the New Classification and Job Description of Senior Plan Checker/Inspector; Set the Annual Salary at $90,016.67-$109,415.82; Assign the Senior Plan Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation From Plan Checker/Inspector to Senior Plan Checker

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RECOMMENDATION AND JUSTIFICATION

Approve the New Classification and Job Description of Senior Plan Checker/Inspector; Set the Annual Salary at $90,016.67-$109,415.82; Assign the Senior Plan Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation From Plan Checker/Inspector to Senior Plan Checker.

The creation of a Senior Plan Checker / Inspector will assist the Building Director in being able to retain experienced staff. This classification will also be able to provide support and back up when the Building Director is unable to be present.

BACKGROUND AND HISTORY OF BOARD ACTIONS

From time to time, the Board will approve the addition of senior job classifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not wish to approve the new classification of Senior Plan Checker / Inspector, this could impact the Building Director's ability to retain experienced staff.

FINANCIAL IMPACT

There is sufficient funding in the Building Department's FY 2023-2024 budget to support this change due to vacant positions.

ATTACHMENTS

1. **Plan Checker Inspector salary ranges (2) (1)**
2. **Senior Plan Checker- Inspector**

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

Plan Checker/Inspector I/II Salary Range

	Plan Checker/Inspector I	**Plan Checker/Inspector II**
Step 1	$62,291.840	$79,240.342
Step 2	$65,406.432	$83,202.359
Step 3	$68,676.754	$87,362.477
Step 4	$72,110.591	$91,730.601
Step 5	$75,716.121	$96,317.131

Senior Plan Checker/Inspector Salary Range

Step 1	$90,016.670
Step 2	$94,517.504
Step 3	$99,243.379
Step 4	$104,205.548
Step 5	$109,415.825

County of Mariposa

Senior Plan Checker/ Inspector

DEFINITION

To plan, perform, organize, direct, supervise and administer the programs and activities of the Building Department; to support the multiple functions of the County's Development Services programs, including Building, Environmental Health, Planning, and Air Pollution; to provide information and assistance to the public; to provide lead direction of lower-level technical staff as assigned; provide assistance to the Building Director and may be called upon to represent or act on the Building Director's behalf in his/her absence, and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building Department Director.

Exercises lead direction over technical, clerical staff, Inspectors and Plan Checker/ Inspectors.

EXAMPLES OF ESSENTIAL FUNCTIONS

Provides highly responsible administrative assistance to the Building Department Director with the planning, organizing, administering, and supervising of all programs and activities of the Building Department.

Evaluates and recommends changes in department policies and procedures to increase office efficiency and effectiveness.

Assists the Director in assessing and planning for department space, equipment, and maintenance needs.

Assists with budget preparation, review, and administration.

Assists Director with personnel activities and functions, including screening and interviewing job applicants, processing new-hire paperwork, maintaining confidential personnel records, etc.

Assists in administering daily operations and acts for the Building Director in his/her absence as directed.

Prepares and reviews staff reports and other technical building documents.

Plans and completes special projects as assigned.

Attends official hearings meetings, credibly and accurately representing the Department. Presents staff reports to Advisory Board and Board of Supervisors.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state, and local laws, codes, ordinances, and regulations.

Organizational and management practices as applied to the analysis and evaluation of building inspection and code enforcement programs, policies, and operational need.

Principles of management, supervision, training, and performance evaluation.

Budget preparation and administration.

Modern principles, practices, techniques and equipment of building inspection and code enforcement operations.

Recent developments, current literature and sources of information related to building codes and compliance.

State building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health, and safety codes; zoning ordinances.

Electrical, carpentry, masonry, mechanical and plumbing work methods, and materials.

Safety standards and methods of building construction for commercial, industrial, and residential structures.

Research methods and sources of information related to building codes and enforcement.

Modern office practices and technology, including the used of computers for data and work processing.

Basic mathematical computations.

English usage, spelling, grammar, and punctuation.

Public/community relations techniques.

Safe work practices.

Ability to:

Understand, interpret, analyze, apply, and enforce pertinent federal, state, and local laws, rules and regulations.

Effectively administer a variety of building inspection, plan review and code enforcement activities.

Read and understand plans, specifications, and blueprints.

Apply technical knowledge and follow inspection techniques to examine work completed, and detect deviations from plans, regulations, and standard construction practices.

Advise on standard construction methods and requirements for residential and commercial buildings.

Use initiative and sound, independent judgment within established guidelines.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and make and implement recommendations in support of goals.

Communicate clearly and concisely, both orally and in writing.

Use computers effectively for word and data processing and spreadsheet applications; learn and operate specialized programs for processing inspections, results, and/or corrections.

Operate office equipment safely.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Requires driving on surface streets and may be exposed to traffic hazards, construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, heights, fumes, dusts, odors, working at heights. Worker may be subject to fatigue from irregular working hours/incident call activity.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office duties and/or field inspections; lift and/or move light to moderately heavy weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and specialized field equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Bachelor's degree from an accredited college or university with major course work in structural engineering, architecture, or a field related to the area of assignment; four years of increasingly responsible building inspection, plan checking and/or code experience work in a public planning, building, environmental health or public works department, or in a private construction, real estate or engineering office with high public contact, including at least two years in a supervisory or management capacity; or three years of increasingly responsible building inspection, plan checking and/or code experience work with one year in a supervisory or management capacity in

Mariposa County; or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Substitution:
Additional qualifying experience in interpreting and enforcing building, electrical, mechanical, and plumbing codes may be substituted on a year-for-year basis for the required education.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.

Possession of three (combo certification preferred) ICC Building Inspector Certificate.

Possession of an ICC Plans Examiner Certificate.

Possession of an ICC Building Official Certificate.

If not in possession of the above three certificates, applicant must have the ability to obtain within one year of employment, the above three certificates, issued by a recognized state, national or international association such as the International Code Council (ICC).

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-546

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Amendments to Building Inspector Job Description

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RECOMMENDATION AND JUSTIFICATION

Approve the Amendments to Building Inspector Job Description.

The Building Department has requested that the job description of Building Inspector be amended to allow supervision by the Building Department Director and/ or Senior Plan Checker/ Inspector.

The department has also requested the minimum qualifications be adjusted to allow the Building Inspector to complete two building inspection certificates issued by the ICC, or a combination ICC inspection certificate within one year of hire date. Currently, the minimum requirements for this job require the inspection certificates to be completed prior to applying for the position.

The Building Department is having difficulty recruiting for this position and believe this change will enable them to more easily fill the vacancy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job classification was first approved April 2004 (B/S04-171). It has been revised twice, once in February 2006 (B/S Res.06-73) and then again March 2014 (B/S Res. 14-117).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request could impact the Building Department's ability to hire Building Inspectors for the County.

FINANCIAL IMPACT

This will have no impact on the budget as funds were already allocated during FY 2023-2024.

ATTACHMENTS

1. **Building Inspector_Revised**
2. **Building_Inspector_Explained**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

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

BUILDING INSPECTOR

DEFINITION

To perform field inspections of residential and commercial building and related structures in all stages of construction, alteration and repair; to enforce the current adopted version of the California Code of Regulation (CCR) Title 24 Parts 1-12 (The Building Code) and related codes and ordinances; to review construction plans for code compliance; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receivesd general supervision from the Building Department Director or direct supervision if preferred requirements are unmet.

May receive lead direction from Senior Plan Checker/Inspector.

~~Receives general supervision from the Building Department Director.~~

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EXAMPLES OF ESSENTIAL FUNCTIONS

Performs field inspections of residential, commercial and industrial buildings and other structures under construction, alteration and repair for compliance to building plans, CCR Title 24 and local laws, ordinances and regulations.

Inspects construction framing, foundations, concrete, plastering, fire sprinklers, masonry, tile work, electrical, plumbing, and HVAC installations on new construction and alterations for code compliance purposes.

Conducts field and code enforcement observations to check for hazardous conditions and complaints.

Inspects the quality of materials used in construction projects.

Inspects set-backs from property lines and boundary determinations to ensure compliance with approved plans, codes and ordinances.

Reviews construction and/or alteration plans to determine compliance with building codes and regulations.

May schedule and conduct meetings with contractors, developers, engineers, architects, and property owners for construction planning and inspections at various stages of completion.

Writes and issues correction notices for construction deficiencies, and performs re-inspections to ensure that deficiencies have been corrected.

Provides information to contractors, developers, engineers, architects, and property owners regarding building codes and related ordinances, regulations and requirements.

Monitors changes in building code requirements and new construction techniques.

Conducts and certifies final inspections.

Issues and posts stop work, prohibited occupancy or hazardous condition notices on construction sites and existing structures which fail to meet code.

Investigates complaints of alleged violations of building codes and ordinances.

Maintains inspection logs and documentation, and prepares required reports.

Performs general clerical work as required, including preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, assisting customers at the front desk and over the telephone, etc.

Assists other Building Department staff as needed.

EMPLOYMENT STANDARDS

Knowledge of:

Uniform building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health and safety codes; zoning ordinances.

Principles and techniques of building inspection work.

Principles of structural design and engineering mathematics.

Safety standards, materials and methods used in the construction of commercial, industrial and residential buildings.

Research methods and sources of information related to building code enforcement.

Principles and practices of record-keeping.

Record-keeping and report writing techniques.

Modern office practices and technology, including the use of computers for data and word processing.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Learn, understand and interpret local laws, ordinances, requirements and regulations related to building inspection activities and operations.

Read and interpret building plans, blueprints, specifications and building codes.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.

Advise on standard construction methods and requirements for residential, commercial and industrial buildings.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Make mathematical calculations rapidly and accurately.

Work independently in the absence of supervision.
Understand and carry out written and oral instructions.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Prepare and maintain accurate work records and reports.

Operate a county vehicle safely

TYPICAL WORKING CONDITIONS
Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dusts, vibration, working at heights.

TYPICAL PHYSICAL REQUIREMENTS
Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move objects and materials of up to 50 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

~~MINIMUM QUALIFICATIONS~~
~~Experience:~~EXPERIENCE AND TRAINING
Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent; f~~F~~our years of responsible experience in the building and/or construction trades; and must ~~the ability to~~ obtain two ~~certificate~~certificates issued by the ICC within one year of employment; or~~.~~ *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Preferred Qualifications:~~Education:~~

Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. Possession of a California Contractor's License is highly desirable.
~~High school diploma or GED equivalent.~~

Additional Requirements:
~~Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate or the ability to obtain two of the certificates within one year of~~

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~~employment.Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate.~~

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an ~~acknowledgement~~ acknowledgment form.

~~Possession of a California Contractor's License is highly desirable.~~

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 04/04 (B/S 04-171)
Revision Date: 02/06(B/S Res. 06-73); 03/14 (B/S Res. 14-117)

Building Inspector

This position was revised to increase the applicant pool and match the position's actual needs more appropriately. The significant elements from the existing and revised job description are listed below.

Current	Revised
SUPERVISION RECEIVED AND EXERCISED Receives general supervision from the Building Department Director or direct supervision if preferred requirements are unmet. **MINIMUM QUALIFICATIONS** **Experience:** Four years of responsible experience in the building and/or construction trades. **Education:** High school diploma or GED equivalent. **Additional Requirements:** Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. **Preferred Qualifications:** Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. Possession of a California Contractor's License is highly desirable. **Additional Requirements:** Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.	**SUPERVISION RECEIVED AND EXERCISED** Receives general supervision from the Building Department Director or direct supervision if preferred requirements are unmet. May receive lead direction from Senior Plan Checker/Inspector. **EXPERIENCE AND TRAINING** *Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is*: Possession of a high school diploma or equivalent; four years of responsible experience in the building and/or construction trades; and must obtain two certificates issued by the ICC within one year of employment; or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.* **Preferred Qualifications:** Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. Possession of a California Contractor's License is highly desirable. **Additional Requirements:** Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form.

What about minimum requirements

Below is an excerpt from the California Health and Safety Code that addresses the minimum requirements for building inspector-type positions.

> *California Code :: Health and Safety Code - HSC :: DIVISION 13 - HOUSING :: PART 2.5 - STATE BUILDING STANDARDS :: CHAPTER 7 - Construction Inspectors, plans examiners, and building Officials :: Section 18949.28.* (a) *All construction inspectors, plans examiners and building officials who are not exempt from the requirements of this chapter pursuant to subdivision (b), or previously certified, shall complete one year of verifiable experience in the appropriate field, and shall, within one year thereafter,* obtain certification from a recognized state, national, or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency. [1]

What are other counties doing?

When these changes were proposed, I thought they may have made the minimum requirements too low. I did some research and found among California counties a wide range of minimum requirements for both building and Plan Checker/Inspector positions (see attached *Other California Minimum Requirements for Building Inspector Positions* and *Other California Minimum Requirements for Plan Checker / Inspector Positions.)*

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[1] *2022 California Code :: Health and Safety Code - HSC :: DIVISION 13 - HOUSING :: PART 2.5 - STATE BUILDING STANDARDS :: CHAPTER 7 - Construction Inspectors, plans examiners, and building Officials :: Section 18949.28.* (n.d.). Justia Law. https://law.justia.com/codes/california/2022/code-hsc/division-13/part-25/chapter-7/section-18949-28/

Other California Minimum Requirements for Building Inspector Positions

COUNTY NAME	HIGHSCHOOL/ GED	HIGHER EDUCATION	DRIVERS LICENSE	1-2 ICC CERTS	3+ ICC CERTS	CONTRACTOR LIC	YEARS EXP.	OTHER
MARIPOSA	YES	NO	YES OR 3MTHS	2	NO	PREFERRED	4YRS	/
MARIPOSA Proposed	YES	NO	YES OR 3MTHS	2 OBTAINED WITHIN 1 YEAR	NO	PREFERRED	4YRS	/
AMADOR	YES	NO	YES	NO	4 OBTAINED WITHIN 2 YRS	NO	2YRS	/
TURLOCK	YES	30 COLLEGE UNITS COULD SUBSTITUTE FOR EXPERIENCE	YES	1 and then another within a year from hire	NO	NO	4YRS OR SUB. 30 COLLEGE UNITS	/
CALAVERAS	YES	NO	YES	1	NO	NO	1YR	/
CITY OF LAGUNA BEACH	YES	NO	YES	DESIRED	NO	NO	2YRS	/
COLUSA	YES	AA DESIRED	YES	2	NO	NO	2YRS	/
FRESNO	YES	NO	YES	1	NO	NO	2YRS	/
MADERA	YES	NO	YES	1	NO	NO	SOME	/
MENDOCINO	YES	NO	YES	2	4 TOTAL OBTAINED WITHIN 2 YRS	NO	2YRS	/
NAPA	YES	NO	YES	1 OR WITH 4YRS EXPERIENCE OBTAIN WITHIN 1 YEAR OF HIRE	NO	NO	4YRS	/
TUOLUMNE	YES	30 COLLEGE UNITS COULD SUBSTITUTE FOR EXPERIENCE	YES	1	NO	NO	1YR OR SUB. 30 COLLEGE UNITS	/
KINGS	YES	NO	YES	1 OBTAINED WITHIN 1 YEAR	NO	NO	3YRS	Background investigation security clearance
MERCED	YES	60 COLLEGE UNITS COULD SUB FOR 2YRS EXP.	YES	2	NO	NO	4YRS	Fire insp. Certs would sub for icc

COLLEGE UNITS MUST BE CONTRUCTION RELATED

Higher Requirement
Lower Requirement
Equivalent Requirement

Experence/Education substitutions are not counted as requirements.
Certification requirements that chagne with experence are shown as a gradieant.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Abel Del Real-Nava

RE: CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL; Existing Litigation: Janet Breman V. County of Mariposa; WCAB No.: ADJ11295768

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Janet Breman V. County of Mariposa; WCAB No.: ADJ11295768
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

MEETING: October 3, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Real Property Negotiator Regarding 2985 Bear Valley Road in Hornitos

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RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property: 2985 Bear Valley Road in Hornitos, California (APN 011-070-0030)

Agency negotiator: Dallin Kimble, County Administrative Officer
Negotiating parties: Dawn Wright
Closed session will concern: (X) price; (X) terms of lease/purchase.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

MEETING:	October 3, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	CLOSED SESSION: Conference with Real Property Negotiator regarding 17301 Fiske Road in Greeley Hill

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RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property: 17301 Fiske Road in Greeley Hill, California
Agency negotiator: Dallin Kimble, County Administrative Officer
Negotiating parties: John Stone
Closed session will concern: (X) price; (X) terms of lease/purchase.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None