

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

January 4, 2022 - 8:30 AM

1. **PUBLIC COMMENT** (Comments may be time-limited)

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** - Names of cases: *LADWP V. Inyo County* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TCS, BCV-18-101261-TSC, and BCV-18-0262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** - Name of case: *Berrey v. Inyo County et al.*
4. **PUBLIC EMPLOYEE EVALUATION – Pursuant to Government Code §54957 – Title: County Administrative Officer.**

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.** 5. **PLEDGE OF ALLEGIANCE**

6. **ELECTION OF OFFICERS** - The Board will elect a Chairperson and Vice Chairperson for calendar year 2022.
7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
8. **PUBLIC COMMENT** (*Comments may be time-limited*)
9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
10. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

11. **County Administrator** - Request Board: A) change the Authorized Strength in the Office of the CAO by reclassifying one (1) Emergency Services Manager at Range 82 (\$6,575 - \$7,984) as an Emergency Services Manager at Range 78 (\$5,971 - \$7,255) and approve the revised job description; B) find where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Emergency Services Manager at Range 78 (\$5,971 - \$7,255).
12. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Engineering Assistant I/II exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Engineering Assistant I at Range 71 (\$5,058 - \$6,150) or a Engineering Assistant II at Range 75 (\$5,563 - \$6,761) or a Engineer Assistant Civil at Range 73 (\$5,302 - \$6,449) up to E step depending on qualifications.

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

13. **County Administrator** - Request Board approve reimbursement to Laws Railroad Museum in the amount of \$39,820 for the repair of one wall in the Wells Fargo building and the replacement of the roof on the School building.
14. **Health & Human Services** - Request the Board ratify and approve the Fiscal Year 2021-22 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.
15. **Health & Human Services - Behavioral Health** - Request Board approve Amendment No. 01 to the performance contract between the County of Inyo and the California Department of Health Care Services, for the period of July 1, 2017 through June 30, 2022, and authorize the HHS Director, in her role as Interim Local Mental Health Director, to sign the STD Standard Agreement 213A as well as complete the Contractor Certification Clauses.
16. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the agreement between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC of Bakersfield, CA, for the provision of psychiatric inpatient services in an amount not to exceed \$50,000 for the period of November

1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

17. **Health & Human Services - First 5** - Request Board approve Amendment No. 1 to the Standard Agreement between the County of Inyo and First 5 California of Sacramento, California, shifting budget categories in staffing and travel, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.
18. **Treasurer-Tax Collector** - Request your Board review and approve the 2022 Statement of Investment Policy and direct any questions to the County Treasurer.
19. **Treasurer-Tax Collector** - Request Board approve Resolution No. 2022-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo delegating to the Inyo County Treasurer its investment authority pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

DEPARTMENTAL (To be considered at the Board's convenience)

20. **Health & Human Services - First 5** - Request Board approve a proclamation declaring January 2022 as Positive Parenting Awareness Month in Inyo County.
21. **Child Support Services** - Request Board amend the Fiscal Year 2021-2022 Department of Child Support Services Budget (022501) as follows: increase estimated revenue in Family Support Admin (Revenue Code 4554) by \$6,600; increase estimated revenue in Family Support Reim-State (Revenue Code 4478) by \$3,400; and increase appropriation in Advertising (Object Code 5263) by \$10,000. *(4/5ths vote required)*.
22. **Health & Human Services** - Request Board 1) Amend the Fiscal Year 2021-2022 California Child Services - Admin Budget (045501) as follows: increase estimated revenue in State Other (4499) by \$69,000 and increase appropriation in Professional Services (Object Code 5265) by \$69,000 *(4/5ths vote required)*; and 2) Request Board authorize the payment to the Department of Health Care Services (DHCS) in the amount of \$69,000.
23. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

24. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



County Administrator

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Sue Dishion

SUBJECT: Change the Authorized Staffing in the CAO Department

RECOMMENDED ACTION:

Request Board: A) change the Authorized Strength in the Office of the CAO by reclassifying one (1) Emergency Services Manager at Range 82 (\$6,575 - \$7,984) as an Emergency Services Manager at Range 78 (\$5,971 - \$7,255) and approve the revised job description; B) find where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Emergency Services Manager at Range 78 (\$5,971 - \$7,255).

SUMMARY/JUSTIFICATION:

Inyo County's Emergency Services Manager retired as of December 31, 2021. The incumbent had spent many years with the County, and the current position description reflects that individual's unique skill set. This reclassification and revision of the job description will allow the CAO's Office to recruit broadly to fill this important position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to reclassify and approve the revised job description for the emergency services manager. This is not recommended, as a qualified candidate is unlikely to be found who could meet the qualifications of the unique job description.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This position is budgeted 50% in the Office of Disaster Services Budget (023700) and 50% in the Emergency Preparedness Grant Budget (623821) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Revised Emergency Manager Job Description

APPROVALS:

Denelle Carrington	Created/Initiated - 12/28/2021
Darcy Ellis	Approved - 12/28/2021
Meaghan McCamman	Approved - 12/28/2021
Sue Dishion	Approved - 12/30/2021
John Vallejo	Approved - 12/30/2021
Amy Shepherd	Final Approval - 12/30/2021

COUNTY OF INYO – EMERGENCY SERVICES MANAGER

DEFINITION: The Emergency Services Manager is responsible for managing disaster preparation, mitigation, response, and recovery efforts for the County of Inyo. Under general direction of the County Administrative Officer, this position provides administrative, operational, fiscal, and programmatic oversight of the Emergency Management Performance Grant (EMPG) and the Homeland Security Grant Program (HSGP), manages planning, budgeting, training, and programming related to emergency preparedness and response functions, serves as a liaison with local, state, and federal agencies, and works directly with County Departments to develop response plans, effectively manage incidents, and systematically restore county operations following adverse events.

ESSENTIAL JOB DUTIES:

- Coordinates, organizes, and monitors review of the County Emergency Operations Plan and all annexes in compliance with Federal, State and Local requirements.
- Proposes alteration of emergency response procedures based on regulatory changes, technological changes, or knowledge gained from outcomes of previous emergency situations, develops and performs tests and evaluations of emergency management plans in accordance with state and federal regulations.
- Maintains and updates all resource materials associated with emergency preparedness plans.
- Serve as primary liaison with State and Federal emergency management agencies.
- Develops and maintains liaisons with municipalities, County departments, other emergency response organizations (such as Red Cross), schools, hospitals, and other institutions to facilitate plan development, response effort coordination, and exchanges of personnel and equipment in the event of a natural disaster or other emergency.
- Compiles information, prepares reports, and responds to information requests.
- Inspects facilities and equipment to determine their operational and functional capabilities in emergency situations.
- Applies for federal, state and local funding and/or grants for emergency management related needs; administer such grants and report on their progress.
- Manages the process of applying for FEMA assistance.
- Prepares emergency situation status reports that describe response and recovery efforts, needs, and preliminary damage assessments.
- Provides exercises of various scenarios with County Departments and other community agencies to identify gaps in preparedness, and ways to address them, coordinate training for County employees upon request.
- Under direction of the CAO, facilitates the activation of the EOC and supports disaster response and crisis management activities.

- Under direction of the CAO, coordinates response during an actual event to ensure timely and effective response and manage recovery in a post-incident environment.
- May supervise staff and/or volunteers.

EMPLOYMENT STANDARDS

Education/Experience: Education: Graduation from an accredited four-year college or university with a major in business administration, public administration, public safety or a related field strongly preferred, but any combination of education, skills, and experience that demonstrate an ability to excel in this position may be considered.

Experience: Two years of management experience in emergency planning/operations. Experience in emergency communications and mobile radio communications operations/maintenance is highly desirable.

Knowledge Of: The ideal candidate will possess knowledge of the principles and practices of emergency administration, program development, and evaluation; of systems including, but not limited to, Incident Command System (ICS), Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), the California Emergency Services Act, the Natural Disaster Assistance Act, and the Robert T. Stafford Act.

Experience should include budgeting, contract administration and organizational planning and analysis for current and long term emergency services planning goals.

Ability to:

- Maintain effective, productive and respectful working relationships with elected officials, members of the public, staff and colleagues.
- Accept direction from the CAO and/or Incident Commander.
- Seek clarification or support as needed
- Work alternative hours as required
- Required to work long hours during an emergency
- Attend all meetings, trainings, and conferences as assigned
- Mobility sufficient to reach, lift, and transport equipment and supplies as necessary.

Special Requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles. Must successfully complete a pre-employment background



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 4, 2022

FROM: John Pinckney

SUBJECT: Request to recruit vacant Engineering Assistant with a flexible recruitment

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Engineering Assistant I/II exists in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Engineering Assistant I at Range 71 (\$5,058 - \$6,150) or a Engineering Assistant II at Range 75 (\$5,563 - \$6,761) or a Engineer Assistant Civil at Range 73 (\$5,302 - \$6,449) up to E step depending on qualifications.

SUMMARY/JUSTIFICATION:

Public Works has a vacancy in Engineering due to the separation of one of our engineers effective December 15, 2021. This engineering position is essential to moving forward major road projects, SB-1/RMRA road maintenance & repair and deferred maintenance projects. In addition, the engineer can assist with Airports, Water Systems, Parks and Solid Waste projects. With the limited responses from recent recruitments, we are requesting this position be flexibly recruited as an Engineering Assist I, Engineering Assistant II or an Assistant Civil Engineer.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the flexible recruitment or filling of this position. This is not recommended as the position is in our authorized strength and has a vital role in the Public Works Department for bidding, awarding and designing projects for completion.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is funded in Public Works 011500 salaries and benefits object codes

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 12/8/2021
Darcy Ellis	Approved - 12/8/2021
John Pinckney	Approved - 12/13/2021
Breanne Nelums	Approved - 12/13/2021
Sue Dishion	Approved - 12/14/2021
John Vallejo	Approved - 12/14/2021
Amy Shepherd	Approved - 12/14/2021
Michael Errante	Final Approval - 12/14/2021



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Denelle Carrington

SUBJECT: Reimburse Laws Railroad Museum for repairs

RECOMMENDED ACTION:

Request Board approve reimbursement to Laws Railroad Museum in the amount of \$39,820 for the repair of one wall in the Wells Fargo building and the replacement of the roof on the School building.

SUMMARY/JUSTIFICATION:

Laws Railroad Museum notified the County that the roof on the School Building was in need of repair and one wall in the Wells Fargo building also needed repair. Funding is included in the Fiscal Year 2021-2022 Parks Budget (076999) to facilitate these repairs. The total amount to fix the roof was \$35,250 and the wall repair in the Wells Fargo building was \$4,570. Laws Railroad Museum paid for all of the repairs and is now requesting reimbursement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to reimburse Laws Railroad Museum, however this is not advised as the funding was included in the Budget for this specific purpose.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for the reimbursement of the School Building Roof repair and the wall in the Wells Fargo building at the Laws Railroad Museum is included in the Parks Budget (076999) in Other Agency Contributions (5539).

ATTACHMENTS:

1. Ltr School Wells Fargo Reimbursement Request
2. School and Wells Fargo Reimbursement Receipts

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
John Vallejo
Amy Shepherd
Leslie Chapman

Created/Initiated - 12/20/2021
Approved - 12/20/2021
Approved - 12/20/2021
Approved - 12/20/2021
Approved - 12/20/2021
Final Approval - 12/29/2021



December 18, 2021

County of Inyo
Attn: Leslie Chapman
168 North Edwards Street
Independence CA 93526

Regarding: School and Wells Fargo building reimbursement

Dear Leslie:

Thank you so much for funding the new school roof and repairs to the Wells Fargo building. Attached for your records are invoices, payment check stubs, and the final inspection record.

1914 School – new roof	
Ron Kuppens Roofing – down/materials payment	\$17,625.00
Ron Kuppens Roofing – prep work completed	\$ 8,812.50
Ron Kuppens Roofing – completion of work	\$ 8,812.50
Wells Fargo - South wall stripped, lined, resided, batons installed, primed and painted.	
Carroll Creek Builders	\$ 4,570.00
Grand total	\$39,820.00

We truly appreciate your continued support.

Respectfully:

Raven Angeles
Administrator

Attachments



1914 School New Roof



Next up, scraping and paint planned for summer 2022.

LAWS RAILROAD MUSEUM & HISTORICAL SITE

26756

Ron Kuppens Roofing					11/3/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2021	Bill	Down	17,625.00	17,625.00		17,625.00
						Check Amount

LAWS RAILROAD MUSEUM & HISTORICAL SITE

26812

Ron Kuppens Roofing					12/13/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/13/2021	Bill	7593	8,812.50	8,812.50		8,812.50
						Check Amount

LAWS RAILROAD MUSEUM & HISTORICAL SITE

26815

Ron Kuppens Roofing					12/16/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/15/2021	Bill	12/16/2021	8,812.50	8,812.50		8,812.50
						Check Amount

Union Bank - Operatin

8,812.50

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

8150427500 

FD51A7 SLKDK04 03/17/2021 17:08 -187-

POST THIS CARD AT JOB SITE

County of Inyo
 Department of Building Safety
 Bishop (760) 873-7857

OWNERS COPY
 DO NOT REMOVE

INSPECTION RECORD

Permits will be voided if work is stopped for 180 consecutive days (one year for residential)

OWNER: Bishop Museum and Historical Society
 PROJ ADDRESS: (Laws Museum) Silver Cyn Rd. Bishop, CA
 DATE: 12/8/2021
 PERMIT #: 2021-454
 PROJECT DESCR:
 Re-Roof Laws Railroad School Building

Inspections	Date	Inspector
GRADING INSPECTIONS		
Temp. Power		
Fill		
Drainage Devices		
Rough Grading		
Final Grading		

BUILDING AND MECHANICAL INSPECTIONS		
Footing Excavation		
Setbacks & Forms		
Reinforcing Steel		
OK to pour Footings		

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED		
Heat/Refrig Groundwork		
Electrical Groundwork		
Plumbing Groundwork		
Gas Piping Groundwork		
Sewer Tie In		
OK to pour Slab Floor		

DO NOT POUR CONCRETE SLAB FLOOR UNTIL ABOVE IS SIGNED

Inspections	Date	Inspector
Rough Electric		
Rough Plumbing		
Rough Heating & Refrig		
Roof / Shear Nailing	12/14/21	J
Rough Framing & Roofing		
Insulation		
Fire Sprinklers		
OK to Cover (6)	12/14/21	J
DO NOT COVER UNTIL ABOVE IS SIGNED		
Exterior Lathing		
Drywall nailing		
Masonry		
CMU		
OK to Plaster		
DO NOT PLASTER UNTIL ABOVE IS SIGNED		
WORK OUTSIDE BUILDING		
Sewer		
Gas		
Heating & Refrigeration		
Electrical Underground		
Electrical Service		
Temp Power		
FINAL INSPECTIONS		
Final Electrical		
Final Gas		
Final Plumbing		
Final Heating&Refrig		
Address		
Final	12/17/21	J

CALL FOR INSPECTIONS 24 HOURS IN ADVANCE

RON KUPPENS ROOFING

Phone and fax: 760 934-2244

PO Box 7417
Mammoth Lakes, CA 93546

Bishop Museum and Historical Society C/O Raven
PO Box 363
Bishop, CA 93515

BILLING DATE: 12/16/21
ACCOUNT ID: 7593

lawsrailroadmuseum@gmail.com

Raven 760 709-6446

ACCOUNT ACTIVITY Description	CHARGES	PAYMENTS
Work complete on reroof at the Law Museum School building, 200 Silver Canyon Road, Bishop, CA in accordance with the proposal dated 11-3-2021, signed and approved 11-3-2021.		
Total charge	\$35,250.00	
Payment received 11-4-2021 THANK YOU		\$17,625.00
Payment received 11-15-2021 THANK YOU		\$8,812.50
All work complete - final balance \$8,812.50		
Totals:		
	\$35,250.00	\$26,437.50
Please pay this amount:		\$8,812.50

Terms: Due and payable upon receipt
2% late charge per month on past due balances
Thank you



License #677412
 PO Box 7417 | Mammoth Lakes, CA 93546
 Phone/Fax: (760) 934-2244 | Cell: (760) 937-2244
 Email: rkroofing@npgcable.com
 Website: www.ronkuppensroofing.com

PROPOSAL

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

SUBMITTED TO: Bishop Museum and Historical Society C/O Raven		DATE OF PROPOSAL: 11/3/2021	PAGE NO. 1 of 2
PO Box 363		JOB NAME / NUMBER: LawsRR-reroof School building	
Bishop, CA 93515		JOB LOCATION: 200 Silver Canyon Road, Bishop, CA 93514	
lawsrailroadmuseum@gmail.com	Raven-760 709-6446	JOB PHONE	JOB PHONE (ALT)
ARCHITECT	DATE OF PLANS	STARTING DATE	COMPLETION DATE (Approximate)
SUBSTANTIAL COMMENCEMENT OF WORK SHALL CONSIST OF:			
CONTRACTOR'S LIC. NO. 677412	HOME IMPROVEMENT SALESPERSON	SALESPERSON REGISTRATION NO.	

RON KUPPENS ROOFING PROPOSES TO PROVIDE MATERIALS & TO PERFORM LABOR AS SPECIFIED FOR THE ABOVE NAMED PROPERTY AS FOLLOWS:

Reroof the School building at the Bishop Laws railroad museum. Work to consist of: A)Tear off and remove the existing roof materials to the existing skip sheeting from the roof and steeple B)Remove all damaged wood from the eaves on the roof foundation C)Install new 1x4 wood secured with screws where needed on the eaves D)Install 1/2" plywood over the existing skip sheeting secured with screws to form a new roof foundation on the roof and steeple E)Apply Ice and Water Shield 6' up from the bottom edge of the eaves, on the ridge, in valley areas and on the steeple F)Apply 30 lb. felt to entire roof surface areas G)Install metal drip edge, pipe jacks and valley metal H)Install GAF High Definition Weathered Wood asphalt shingles to the entire roof surface areas and on the steeple I)Install Ridge J)Apply mastic and/or silicone to seal all areas where needed K)Cleanup, removal, hauling and disposal of all roofing trash and debris from job site

ANY EXTRAS AND/OR ADDITIONS NOT INCLUDED IN THE WORK DESCRIPTION & NOT IN THE TOTAL JOB COST FIGURE WILL BE PERFORMED & BILLED SEPARATELY

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLE FOR MORE INFORMATION.

We Propose - To perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanship manner according to standard practices for the sum of: \$35,250.00 Down payment of: \$0.00

PAYMENT SCHEDULE. The Contract Price shall be paid in progress payments, which do not include finance charges of any kind, according to the following schedule:

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

- N/A % (\$ N/A) upon signing Contract;
- 50 % (\$ 17,625.00) upon completion of ordering of all materials ;
- 25 % (\$ 8,812.50) upon completion of preparation work ;
- 25 % (\$ 8,812.50) shall be made forthwith upon completion of work under this contract.

You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Failure by the Contractor, without lawful excuse, to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin, is a violation of the Contractors License Law.

Authorized Signature: Ronald A Kuppens Date: 11-03-2021 Acceptance, Owner's Signature: [Signature] Date: 11-3-2021

You the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form (reverse side) for an explanation of this right.

NOTICE OF CANCELLATION FOR NON-DISASTER REPAIR HOME SOLICITATION CONTRACTS
(Must Be Attached To Non-Disaster Repair Home Solicitation Contract With Both Copies Given To Buyer.)

NOTICE OF CANCELLATION

Date 11-03-2021

You may cancel this transaction, without penalty or obligation, within three business days from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.
If you cancel you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or send a telegram to:

Ron Kuppens Roofing, PO Box 7417, Mammoth Lakes, CA, 93546

No later than midnight of _____.

I hereby cancel this transaction

Buyer's Signature

Date

(California Civil Code Sections 1689.5 - 1689.14, some parts abridged)

Home Solicitation Contract

§1689.5. As used in § 1689.6 to §1689.14, inclusive:

(a) "Home solicitation contract or offer" means any contract, whether single or multiple, or any offer which is subject to approval, for the sale, lease or rental of goods or services or both, made at other than appropriate trade premises in an amount of twenty-five dollars (\$25) or more including interest or service charges. The home solicitation contract shall not include any contract under which the buyer has the right to rescind pursuant to Title 1, Chapter 2, §125 of the Federal Consumer Credit Protection Act (P.L. 90-321) and the regulations promulgated pursuant thereto, or any contract for repair services with a contractor who is duly licensed pursuant to Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, if (1) the contract price is less than one hundred (\$100), (2) the negotiation between the parties was initiated by the prospective buyer, and (3) the contract contains a written and dated statement signed by the prospective buyer stating that the negotiation between the parties was initiated by the prospective buyer.

(b) "Appropriate trade premises" means premises where either the owner or seller normally carries on a business, or where goods are normally offered or exposed for sale in the course of a business carried on at those premises.

(c) "Goods" means tangible chattels bought for use primarily for personal, family, or household purposes including certificates or coupons exchangeable for these goods, and including goods that, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of the real property whether or not severable therefrom, but does not include any vehicle required to be registered under the Vehicle Code, nor any goods sold with this vehicle if sold under contract governed by §2982, and does not include any mobilehome as defined in §18008 of the Health and Safety Code, nor any goods sold with this mobilehome if either are sold under a contract subject to §18036.5 of the Health and Safety Code.

(d) "Services" means work, labor and services, including, but not limited to, services furnished in connection with the repair, restoration, alteration, or improvement of residential premises, or services furnished in connection with the sale or repair of goods as defined in §1802.1, and courses of instruction, regardless of the purpose for which they are taken, but does not include the services of attorneys, real estate brokers and salesmen, securities dealers or investment counselors, physicians, optometrists or dentists, nor financial services offered by banks, savings institutions, credit unions, industrial loan companies, personal property brokers, consumer finance lenders, or commercial finance lenders, organized pursuant to state or federal law, that are not connected with the sale of goods or services as defined herein, nor the sale of insurance that is not connected with the sale of goods and services as defined herein, nor services in connection with the sale or installation of mobilehomes or of goods sold with a mobilehome if either are sold or installed under a contract subject to §18036.5 of the Health and Safety Code, nor services for which the tariffs, rates, charges, costs, or expenses, including in each instance the time sale price, is required by law to be filed with and approved by the federal government or any official, department, division, commission or agency of the United States or of the state.

(e) "Business day" means any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Cancellation Of Home Solicitation Contract §1689.6

(a) In addition to any other right to revoke an offer, the buyer has the right to cancel a home solicitation contract or offer until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase which complies with §1689.7.

(b) In addition to any other right to revoke an offer, any buyer has the right to cancel a home solicitation contract or offer for the purchase of a personal emergency response unit until...

(c) In addition to any other right to revoke an offer, a buyer has the right to cancel a home solicitation contract or offer for the repair or restoration of residential premises damaged by a disaster...until midnight of the seventh business day after the buyer signs and dates the contract.

Home Solicitation Contract: Requirements; Notice of Right to Cancel; Notice of Cancellation §1689.7. (a) (1) In a home solicitation contract or offer the buyers agreement or offer to purchase shall be written in the same language e.g., Spanish, as principally used in the oral sales presentation, shall be dated, signed by the buyer, and except as provided in paragraph (2), shall contain in immediate proximity to the space reserved for his or her signature a conspicuous statement in a size equal to at least 10-point bold type, as follows:

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

(2) The statement required pursuant to this subdivision for a home solicitation contract or offer for the purchase of an emergency response unit,...

(3) The statement required pursuant to this subdivision for the repair or restoration of residential premises damaged by a disaster pursuant to subdivision (c) of §1689.6 is as follows:

"You, the buyer, may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

(b) The agreement or offer to purchase shall contain on the first page, in a type size no smaller than that generally used in the body of the document, the following: (1) the name and address of the seller to which the notice is to be mailed, and (2) the date the buyer signed the agreement or offer to purchase.

(c) Except as provided in subdivision (d), the agreement or offer to purchase shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation" which shall be attached to the agreement or offer to purchase and be easily detachable, and which shall contain in type at least 10-point the following statement, written in the same language, e.g.,

Spanish, as used in the contract: (See above NOTICE OF CANCELLATION).

(d) Any agreement or offer to purchase a personal emergency response unit...

(e) Any agreement or offer to purchase services for the repair or restoration of residential premises damaged by a disaster that is subject to subdivision (c) of §1689.6, shall be subject to the requirements of subdivision (c) of this section, and shall be accompanied by the "Notice of Cancellation" required by subdivision (c) of this section, except that the first paragraph of that notice shall be deleted and replaced with the following paragraph: You may cancel this transaction without any penalty or obligation, within seven business days from the above date.

(f) The seller shall provide the buyer with a copy of the contract or offer to purchase and the attached notice of cancellation and shall inform the buyer orally of his or her right to cancel and the requirement that cancellation be in writing, at the time the home solicitation contract or offer is executed.

(g) Until the seller has complied with this section the buyer may cancel the home solicitation contract or offer.

(h) "Contract or sale" as used in subdivision (c) means "home solicitation contract or offer" as defined by §1689.5.

Refund

§1689.10. (a) Except as provided in §1689.6 to §1689.11, inclusive, within 10 days after a home solicitation contract or offer has been cancelled, the seller must tender to the buyer any payments made by the buyer and any note or other evidence of indebtedness.

(b) If the down payment includes goods traded in, the goods must be tendered in substantially as good condition as when received.

(c) Until the seller has complied with the obligations imposed by §1689.7 to §1689.11, inclusive, the buyer may retain possession of goods delivered to him by the seller and has a lien on the goods for any recovery to which he is entitled.

Return of Goods

§1689.11. (a) Except as provided in subdivision (c) of §1689.10, within 20 days after a home solicitation contract or offer has been cancelled, the buyer, upon demand, must tender to the seller any goods delivered by the seller pursuant to the sale or offer, but he is not obligated to tender at any place other than his own address. If the seller fails to demand possession of goods within 20 days after cancellation, the goods become the property of the buyer without obligation to pay for them.

(b) The buyer has a duty to take reasonable care of the goods in his possession both prior to cancellation and during the 20-day period following. During the 20-day period after cancellation, except for the buyer's duty of care, the goods are at the seller's risk.

(c) If the seller has performed any services pursuant to a home solicitation contract or offer prior to its cancellation, the seller is entitled to no compensation. If the seller's services result in the alteration of property of the buyer, the seller shall restore the property to substantially as good condition as it was at the time the services were rendered.

Waivers Void and Unenforceable

§1689.12 Any waiver or confession of judgement of the provisions of §1689.5 to §1689.11, inclusive, shall be deemed contrary to public policy and shall be void and unenforceable.

Emergency Services

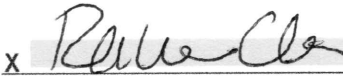
§1689.13 §1689.5 to §1689.7, inclusive, §1689.10 to §1689.12, inclusive, and §1689.14 shall not apply to a contract that is initiated by the buyer or his or her agent or insurance representative and that is executed in connection with the making of emergency or immediate necessity repairs or services that are necessary for the immediate protection of persons or real or personal property provided that the buyer furnishes the seller with a separate dated and signed personal statement describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within three or seven business days, whichever applies.

Particular Contracts Void

§1689.14 (a) Any home solicitation contract or offer for the repair or restoration of residential premises by the buyer on or after the date on which a disaster causes damage to the residential premises, but not later than midnight of the seventh business day after this date, shall be void, unless the buyer or his or her agent or insurance representative solicited the contract or offer at the appropriate trade premises of the seller. Any contract covered by this subdivision shall not be void if solicited by the buyer or his or her agent or insurance representative regardless of where the contract is made. For purposes of this section, buyer solicitation includes a telephone call from the buyer to the appropriate trade premises of the seller whether or not the call is in response to a prior home solicitation.

(b) As used in this section and §1689.6, "disaster" means an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar sudden or catastrophic occurrence.

I acknowledge receipt of this Notice by my signature below:

x  11-3-2021
Signature of Owner

Carroll Creek Builders

Date	Type	Reference
11/18/2021	Bill	6

Original Amt.
4,570.00

Balance Due
4,570.00

11/18/2021	Discount
Check Amount	

Payment
4,570.00
4,570.00

Union Bank - Operatin

4,570.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop



FD51A7 SLKDK04 03/17/2021 17:08 -220-

Job description: Wells Fargo Siding and Trim

total estimate - \$ 4,570

TOTAL AMOUNT DUE. - \$ 4,570

Date:11/18/21

ccb 6

CARROLL CREEK BUILDERS
PO Box 753
LONE PINE, CA. 93545
415-730-0203

Client:
Laws Museum

Job description: Wells Fargo Siding and Trim

total estimate - \$. 4,570

TOTAL AMOUNT DUE. - \$. 4,570



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Melissa Best-Baker

SUBJECT: Approval of the FY 2021-22 Children's Medical Services Plan

RECOMMENDED ACTION:

Request the Board ratify and approve the Fiscal Year 2021-22 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

SUMMARY/JUSTIFICATION:

Health and Human Services is requesting ratification of the CMS Plan for FY 2021-22 because the Department of Health Care Services traditionally releases budget information for CMS programs several months after the fiscal year begins. The CMS programs include California Children's Services (CCS), California Health and Disability Prevention (CHDP), and Health Care Program for Children in Foster Care (HCPCFC) which address resource development for medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. New this year, we received a minimal allocation for CHDP Lead Prevention. Each year the Board Chairperson is requested to sign the Certification Statements for these programs and we are respectfully requesting your approval and authorization for the Board Chairperson to sign the required documents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the CMS plan which would result in receiving no funding and still having to provide mandated administrative services without State or Federal support.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services, local health care providers, Social Services, Probation

FINANCING:

CCS Administration - 045501: 51% Federal funding, 39% State funding, 10% Social Services Realignment; Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. CHDP Lead Prevention is a new small allocation. Funding is brought

into these budgets as revenue. No County General Funds are used in these budgets.

ATTACHMENTS:

1. Inyo Fiscal Year 2021-22 CMS Plan

APPROVALS:

Melissa Best-Baker	Created/Initiated - 12/20/2021
Darcy Ellis	Approved - 12/21/2021
Anna Scott	Approved - 12/22/2021
Marilyn Mann	Approved - 12/23/2021
John Vallejo	Approved - 12/27/2021
Amy Shepherd	Approved - 12/29/2021
Marilyn Mann	Final Approval - 12/30/2021

Agency Information Sheet

County/City: INYO

Fiscal Year: 2021-2022

Official Agency

Name:	<u>Inyo County Health & Human Services</u>	Address:	<u>PO Drawer H Independence, CA 93526</u>
Health Officer	<u>James Richardson, MD</u>		

CMS Director (if applicable)

Name:	<u>Anna Scott</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>ascott@inyocounty.us</u>

CCS Administrator

Name:	<u>Marissa Whitney</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>780-873-7800</u>	E-Mail:	<u>mhobbs@inyocounty.us</u>

CHDP Director

Name:	<u>James Richardson, MD</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>healthofficer@inyocounty.us</u>

CHDP Deputy Director

Name:	<u>Marissa Whitney</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>mhobbs@inyocounty.us</u>

Clerk of the Board of Supervisors or City Council

Name:	<u>Leslie Chapman</u>	Address:	<u>PO Drawer N Independence, CA 93526</u>
Phone:	<u>760-878-0292</u>		
Fax:	<u>760-878-2241</u>	E-Mail:	<u>cquilter@inyocounty.us</u>

Director of Social Services Agency

Name:	<u>Marilyn Mann</u>	Address:	<u>1360 North Main Street, Suite 201 Bishop, CA 93514</u>
Phone:	<u>760-873-3305</u>		
Fax:	<u>760-878-0266</u>	E-Mail:	<u>mmann@inyocounty.us</u>

Chief Probation Officer

Name:	<u>Jeff Thomson</u>	Address:	<u>P.O. Box T Independence, CA 93526</u>
Phone:	<u>760-873-4121</u>		
Fax:	<u>760-878-0436</u>	E-Mail:	<u>jthomson@inyocounty.us</u>

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: INYO	Fiscal Year: 2021-22
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I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9, Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

<i>Marissa Whitney</i>	12/20/21
Signature of CHDP Director	Date Signed

<i>Jana Richardson MD</i>	12/20/2021
Signature of Director or Health Officer	Date Signed

Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

Certification Statement - California Children's Services (CCS)

County/City: INYO	Fiscal Year: 2021-22
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I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

<i>Marissa Whitney</i>	12/20/21
Signature of CCS Administrator	Date Signed

<i>Jana Richardson MD</i>	12/20/2021
Signature of Director or Health Officer	Date Signed

Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

County of Inyo Children's Medical Services 2021-22

Program Narrative

Agency Description

The local California Children's Services (CCS), and Child Health and Disability Prevention (CHDP) are managed through the Inyo County Department of Health & Human Services (HHS), Public Health and Prevention Division. The administrative services of both programs share mutual management and clinical staff. The CCS and CHDP staff works primarily within two County offices located in the northern part of the county, in Bishop. Inyo County, while large in geographic size, is a rural county of approximately 18,000 people. Providing CMS services to a rural population such as Inyo's requires employees to often work in blended positions in which they have responsibility for more than one program and/or program function. The department makes every effort to cross-train staff to ensure a continuum of services when vacancies occur. However, multiple vacancies in multiple positions over the past several years have made cross-training and continuity difficult.

The Health Care Program for Children in Foster Care (HCPCFC) is managed and supervised jointly with Public Health being the lead and Behavioral Health and Child Welfare Services, divisions of Health and Human Services, having secondary oversight. The Foster Care Nurse is licensed as a PHN and works primarily in the Behavioral Health and Child Welfare office and coordinates medical and dental case management for children in foster care. A workstation is available at the CPS office for the Foster Care Nurse to work at weekly, or as often as needed.

The Inyo County Health Officer is the CHDP Director. The HHS Deputy Director-Public Health acts as the CMS Director. A Registered Nurse is assigned as the CCS Administrator and CHDP Deputy Director, who is responsible for resource and provider development in CHDP, and program coordination between CCS and HCPCFC; the focus being to assist the medical community in the delivery of program services through ongoing updates and trainings. The CCS/CHDP RN coordinates with multiple child service agencies to assure appropriate utilization of the CHDP Program and follow through is achieved for provider and school referrals. The CCS/CHDP RN works in coordination with the Prevention Specialists, Registered Dietitian, and the Foster Care Nurse.

The CCS/CHDP RN functions and takes a lead role in blending the overlapping objectives of CHDP, CCS, Medical Therapy Program (MTP), and Maternal Child and Adolescent Health (MCAH). This position works in coordination with a Program Technician for CCS, and serves as the Liaison for the MTP. This position has case management responsibility in both CCS and in CHDP programs. Referrals for CHDP follow up are appropriately assigned by the CHDP RN to the Foster Care Nurse, Prevention Specialists, and the Dietitian. The HHS Deputy Director-Public Health and the CCS/CHDP nurse meet minimally quarterly to address program oversight.

CCS case management is performed by the CCS/CHDP RN. The HHS Specialist in CCS functions half-time in CCS and provides general assistance to other Public Health program functions. All of the CCS case

management staff share a common office space, and case review is ongoing. The CCS staff meets monthly, locally and via State Conference calls to review specific items and program policies.

The Foster Care Nurse is embedded in the Behavioral Health and Child Welfare division and consults weekly with CPS Social Workers and Probation, and attends staffing meetings as needed in order to update the health and education passports for children in foster care as required by law. The Foster Care Nurse supports foster care providers in obtaining timely comprehensive health assessments and dental examinations, through expediting referrals for medical, dental, mental health and developmental services. The Foster Care Nurse works with the CCS/CHDP RN in order to identify major obstacles faced by children in foster care in gaining access to coordinated, multidisciplinary services. Infants and toddlers in foster care require referrals to Kern Regional Center for developmental assessment, and the CCS/Foster Care Nurse participates in developmental assessment via quarterly Early Start clinics. Some foster children require travel out of the county in order to obtain necessary specialty care authorized by CCS, or otherwise ordered by the treating physician. In these instances, referrals have been coordinated and authorized through the CCS/CHDP Nurse.

The Prevention Specialists, assigned to provide dental case management and obesity prevention activities, regularly contact local CHDP providers in order to obtain referrals for expedited case management for children in the CHDP Gateway program. Follow up of routine dental screening for children within the CHDP program is coordinated with the CCS/CHDP RN. Dental education with a focus on good oral health is provided to school age children in conjunction with MCAH program goals. During the school screenings, many referrals for dental case management are received with follow-up needed to enroll children into the CHDP Gateway program. The Prevention Specialist assigned to dental case management is involved in health/dental benefits eligibility review, dental appointment scheduling and providing transportation for parents and children in order to obtain dental care. This position is a full-time position, with time spread between Dental Case Management and providing nutritional education as a WIC Nutrition Assistant and nutrition educator under MCAH. The Prevention Specialist assigned to obesity prevention is a part-time position with time also spread to Substance Use Disorders Prevention as the mentor program coordinator. Within this role, the Prevention Specialist coordinates outdoor activities and other services to help low-income children and their families develop healthy habits.

Incumbent List - California Children's Services

For FY 2021-22 complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Inyo			Fiscal Year: 2021-22	
Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)		
Registered Nurse	Dena Dondero	10	NO	NO		
HHS Specialist III - PH	Talia Carrillo	75	NO	NO		
Office Tech III	Marjie Chapman	3	NO	NO		
Administrative Analyst II	Rebecca Graves	5	NO	NO		

Incumbent List - Child Health and Disability Prevention Program

For FY 2021-22, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed in the last fiscal year. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Inyo					Fiscal Year: 2021-22	
Job Title	Incumbent Name	FTE % on CHDP No County/City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)		
Deputy Director	Anna Scott	5%	N/A	95%	NO	NO		
Admin Analyst II	Rebecca Graves	5%	N/A	95%	NO	NO		
Registered Nurse-Lead Prevention	Dena Dondero	2.4120%	N/A	97.588%	N/A	NO		

Incumbent List - Health Care Program for Children in Foster Care

For FY 2021-22, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed in the last fiscal year. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Fiscal Year: 2021-22				
Inyo						
Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Public Health Nurse	Tim Whitney	24.076%	N/A	75.924%	NO	NO

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City: INYO	FY 18-19		FY 19-20		FY 20-21	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	Unavailable		Unavailable		Unavailable	
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKs cases/recipients	*	*	*	*	*	*
b. Number of Foster Care cases/recipients	*	*	*	*	*	*
c. Number of Medi-Cal only cases/recipients	*	*	*	*	*	*
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:						
a. Medical and/or dental services	*		*		*	

b. Medical and/or dental services with scheduling and/or transportation	*	*	*
c. Information only (optional)	*	*	*
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	*	*	*
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff		*	*
6. Number of recipients in "5" who actually received medical and/or dental services		*	*

* Beginning in We no longer receive the PM160 for referrals or data. We are working with the Managed Care plans for data information and following up on the referrals that we receive through other channels to do case management activities.

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: INYO				Fiscal Year: 2021-22	
Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates (From / To)	Date Last Reviewed by County/City	Name of Person Responsible for This MOU/IAA?	Did This MOU/IAA Change? (Yes or No)
HCPCFC	MOU	07/01/2020-06/30/2022	12/2020	Anna Scott	No
Health & Social Services	IAA	07/01/2020-06/30/2022	12/2020	Anna Scott	No

**CHDP Administrative Budget Summary
No County/City Match
Fiscal Year 2021/22**

County/City Name: Inyo

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$15,859	\$0	\$15,859	\$0	\$15,859
II. Total Operating Expenses	\$8,316	\$0	\$8,316	\$0	\$8,316
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$1,116	\$0	\$1,116		\$1,116
V. Total Other Expenses					
Budget Grand Total	\$25,291	\$0	\$25,291	\$0	\$25,291

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0				
Medi-Cal Funds:	\$25,291		\$25,291		
State Funds	\$12,646		\$12,646	\$8,852	\$3,794
Federal Funds (Title XIX)	\$12,646		\$12,646	\$8,852	\$3,794

Rebecca Graves

Rebecca Graves	11/18/2021	760-878-0246	rgraves@inyocounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address

Marissa Whitney <i>Marissa Whitney</i>	12/20/21	760-873-7868	mhobbs@inyocounty.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

CHDP Administrative Budget Worksheet
No County/City Match
State and State/Federal
Fiscal Year 2021/22

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Scott, Deputy Director	5%	\$113,423	\$5,671	0%	\$0	100%	\$5,671	0%	\$0	100%	\$5,671
2. Graves, Administrative Analyst II	5%	\$62,993	\$3,150	0%	\$0	100%	\$3,150	0%	\$0	100%	\$3,150
Total Salaries and Wages											
			\$8,821			\$0	\$8,821			\$0	\$8,821
Less Salary Savings											
						\$0				\$0	
Net Salaries and Wages											
			\$8,821			\$0	\$8,821			\$0	\$8,821
Staff Benefits (Specify %)	79.80%		\$7,039			\$0	\$7,039			\$0	\$7,039
I. Total Personnel Expenses			\$15,859			\$0	\$15,859			\$0	\$15,859
II. Operating Expenses											
1. Travel			\$0			\$0	\$0			\$0	\$0
2. Training			\$0			\$0	\$0			\$0	\$0
3. General Office Supplies / Services			\$6,050			\$0	\$6,050			\$0	\$6,050
4. Motor Pool			\$0			\$0	\$0			\$0	\$0
5. Utilities			\$1,200			\$0	\$1,200			\$0	\$1,200
6. Internal Charges			\$1,066			\$0	\$1,066			\$0	\$1,066
II. Total Operating Expenses			\$8,316			\$0	\$8,316			\$0	\$8,316
III. Capital Expenses											
1.											
2.											
3.											
4.											
5.											
III. Total Capital Expenses											
IV. Indirect Expenses											
1. Internal (Specify %)	7.040%		\$1,116				\$1,116				\$1,116
2. External (Specify %)	0.00%										
IV. Total Indirect Expenses			\$1,116				\$1,116				\$1,116
V. Other Expenses											
1.											
2.											
3.											
4.											
5.											
V. Total Other Expenses											
Budget Grand Total			\$25,291			\$0	\$25,291			\$0	\$25,291

Rebecca Graves <i>Rebecca Graves</i>	11/18/2021	760-878-0246	rgraves@inyocounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
Marissa Whitney <i>Marissa Whitney</i>	12/20/21	760-873-7868	mhobbs@inyocounty.us
CHDP Director or Deputy Director	Date	Phone Number	Email Address

**Children Health Development Program
 INYO County
 Budget Narrative
 Fiscal Year 2021/22**

I. PERSONNEL EXPENSES

Total Salaries: \$8,821
 Total Benefits: \$7,039

This is a decrease in staff. We are aware that this funding is potentially being eliminated and are working to reduce staff consequences.

I. Total Personnel Expenses: \$15,859

Deputy Director
 Anna Scott This position is budgeted at 5% and is a decrease from the prior year.

Administrative Analyst II
 Rebecca Graves This position is budgeted at 5% and is unchanged from the prior year.

II. OPERATING EXPENSES

Travel \$0 This is unchanged from the prior year.

General Office \$6,050 Basic office supplies, time study and copy costs. This is a decrease from the prior year.

Motor Pool \$0 This is a decrease from the prior year.

Utilities \$1,200 Includes phone, electricity, gas etc. This is unchanged from the prior year.

Internal Charges \$1,066 Includes Building and Maintenance expenses. This is decreased from the prior year.

II. Total Operating Expenses: \$8,316

III. CAPITAL EXPENSES \$0 No Capital Expenses planned.

III. Total Capital Expenses: \$0.00

IV INDIRECT EXPENSES \$1,116 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is an increase from the prior year.

IV Total Indirect Expenses: \$1,116

BUDGET GRAND TOTAL \$ 25,291.47

COUNTY/CITY **Inyo County**

CHDP-LPP Budget Summary

FISCAL YEAR 2021-22

CATEGORY/LINE ITEM	TOTAL STATE GENERAL FUND/CLPP FUNDS (100% CLPP)
I. TOTAL PERSONNEL EXPENSE	2326
II. TOTAL TRAVEL EXPENSE	0
III. TOTAL OTHER EXPENSE	0
BUDGET GRAND TOTAL	2326

SOURCE OF FUNDS	CHDP-CLPP FUNDS (100% CLPP)
CHDP-LPP FUND GRAND TOTAL	2326

Rebecca Graves

Rebecca Graves

rgraves@inyocounty.us

760.878.0246

rgraves@inyocounty.us

Prepared By

Email Address

Area Code / Telephone Number

CERTIFICATION: I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

Marissa Whitney *Marissa Whitney* 12/20/21

CHDP Director/Deputy Director (Signature)

Date

760-873-7868

mhobbs@inyocounty.us

Revision Date: June 2019

CHDP-LPP Local Assistance Allocation Budget Worksheet

Fiscal Year: FY21-22 - -
 County/City Name: Inyo County - -

Column	1	2	
Category/Line Item	% of FTE towards CHDP-LPP	Annual Salary	
I. Personnel Expense			
1. Dondero, Dena, Registered Nurse	2.41%	74299	1792
2. Employee Name, Position	0.00%	0	
3. Employee Name, Position	0.00%	0	
4. Employee Name, Position	0.00%	0	
5. Employee Name, Position	0.00%	0	
6. Employee Name, Position	0.00%	0	
7. Employee Name, Position	0.00%	0	
8. Employee Name, Position	0.00%	0	
9. Employee Name, Position	0.00%	0	
10. Employee Name, Position	0.00%	0	
Total Salaries and Wages			1792
Staff Benefits (Specify %)	29.81%		534
I. Total Personnel Expense			2326
II. Total Travel Expense			
III. Other Expense (Must Separately Itemize all Other Expenses below)			
1.			
2.			
3.			
4.			
5.			
III. Total Other Expense			0
Budget Grand Total			2326

Rebecca Graves

Rebecca Graves

11/18/2021

rgraves@inyocounty.us

Prepared By

Date Prepared

Email Address

Marissa Whitney

Marissa Whitney

12/20/21

mhobbs@inyocounty.us

CHDP Director or Deputy Director
(Signature)

Date

Email Address

**CHDP - LPP Lead Prevention
 INYO County
 Budget Narrative
 Fiscal Year 21/22**

I. PERSONNEL EXPENSES

Total Salaries: \$1,792

Total Benefits: \$534

I. Total Personnel Expenses: \$2,326 This is an increase from the prior year.

Registered Nurse
 Dena Dondero This position is budgeted at 2.412%. This is the first year for this funding.

II. OPERATING EXPENSES

Travel \$0

Training \$0

II. Total Operating Expenses: \$0

III. CAPITAL EXPENSES

III. Total Capital Expenses: \$0.00 No Capital Expenses planned

IV. INDIRECT EXPENSES

IV. Total Indirect Expenses: \$0

V. OTHER EXPENSES

V. Total Other Expenses: \$ -

BUDGET GRAND TOTAL: \$2,326



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 State/Federal
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): Base

County-City Name: Inyo County Fiscal Year: FY21-22

Column					1A	1B	1	2A	2	3A	3
Category/Line Item					% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
I. Personnel Expenses											
#	Last	First	Title	PHN (Y/N)							
1	Whitney	Tim	Public Health Nurse	Y	8.86%	\$91,539	\$8,105.78	100.00%	\$8,106	0.00%	\$0
2						\$0	\$0.00		\$0	100.00%	\$0
3						\$0	\$0.00		\$0	100.00%	\$0
4						\$0	\$0.00		\$0	100.00%	\$0
5						\$0	\$0.00		\$0	100.00%	\$0
6						\$0	\$0.00		\$0	100.00%	\$0
7						\$0	\$0.00		\$0	100.00%	\$0
8						\$0	\$0.00		\$0	100.00%	\$0
9						\$0	\$0.00		\$0	100.00%	\$0
10						\$0	\$0.00		\$0	100.00%	\$0
11						\$0	\$0.00		\$0	100.00%	\$0
12						\$0	\$0.00		\$0	100.00%	\$0
13						\$0	\$0.00		\$0	100.00%	\$0
14						\$0	\$0.00		\$0	100.00%	\$0
15						\$0	\$0.00		\$0	100.00%	\$0
16						\$0	\$0.00		\$0	100.00%	\$0
17						\$0	\$0.00		\$0	100.00%	\$0
18						\$0	\$0.00		\$0	100.00%	\$0
19						\$0	\$0.00		\$0	100.00%	\$0
20						\$0	\$0.00		\$0	100.00%	\$0
Total Number of PHN Staff				1							
Total FTE PHN Staff					0.09%			100.00%		0.00%	
Total Salaries and Wages							\$8,106		\$8,106		\$0
Less Salary Savings							\$0		\$0		\$0
Net Salaries and Wages							\$8,106		\$8,106		\$0
Staff Benefits (Specify %)				48.03%			\$3,894		\$3,894		\$0
I. Total Personnel Expenses							\$12,000		\$12,000		\$0
II. Operating Expenses											
1	Travel			\$0			\$0	0.00%	\$0	100.00%	\$0
2	Training			\$0			\$0	0.00%	\$0	100.00%	\$0
II. Total Operating Expenses							\$0		\$0		\$0
III. Capital Expenses											
III. Total Capital Expenses											
IV. Indirect Expenses											
1	Internal (Specify %)			0.00%			\$0				\$0
2	External										
IV. Total Indirect Expenses							\$0				\$0
V. Other Expenses											
V. Total Other Expenses											
Budget Grand Total							\$12,000		\$12,000		\$0

Rebecca Graves

Rebecca Graves 11/18/2021 760.878.0246 rgraves@inyoucounty.us
 Prepared By (Print & Sign) Date Phone Number E-mail Address

Marissa Whitney

Marissa Whitney 12/20/21 760-873-7868 mhobbs@inyoucounty.us
 CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address

**HPCFC-Base
 INYO County
 Budget Narrative
 Fiscal Year 21/22**

I. PERSONNEL EXPENSES

Total Salaries:	\$8,106
Total Benefits:	<u>\$3,894</u>

I. Total Personnel Expenses: \$12,000 This is the same as the prior year.

Public Health Nurse Tim Whitney	This position is budgeted at 8.855%. This is a decrease from the prior year.
------------------------------------	--

II. OPERATING EXPENSES

Travel
Training

II. Total Operating Expenses: \$0

III. CAPITAL EXPENSES

III. Total Capital Expenses: \$0.00 No Capital Expenses planned

IV. INDIRECT EXPENSES

IV. Total Indirect Expenses:	<u>\$0</u>
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V. OTHER EXPENSES

V. Total Other Expenses: \$0

BUDGET GRAND TOTAL: \$12,000



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 State/Federal
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): PMM&O

County-City Name: Inyo County Fiscal Year: FY21-22

Column					1A	1B	1	2A	2	3A	3
Category/Line Item					% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
I. Personnel Expenses											
#	Last	First	Title	PHN (Y/N)							
1	Whitney	Tim	Public Health Nurse	Y	11.82%	\$91,539	\$10,815.33		\$0	100.00%	\$10,815
2						\$0	\$0.00		\$0	100.00%	\$0
3						\$0	\$0.00		\$0	100.00%	\$0
4						\$0	\$0.00		\$0	100.00%	\$0
5						\$0	\$0.00		\$0	100.00%	\$0
6						\$0	\$0.00		\$0	100.00%	\$0
7						\$0	\$0.00		\$0	100.00%	\$0
8						\$0	\$0.00		\$0	100.00%	\$0
9						\$0	\$0.00		\$0	100.00%	\$0
10						\$0	\$0.00		\$0	100.00%	\$0
11						\$0	\$0.00		\$0	100.00%	\$0
12						\$0	\$0.00		\$0	100.00%	\$0
13						\$0	\$0.00		\$0	100.00%	\$0
14						\$0	\$0.00		\$0	100.00%	\$0
15						\$0	\$0.00		\$0	100.00%	\$0
16						\$0	\$0.00		\$0	100.00%	\$0
17						\$0	\$0.00		\$0	100.00%	\$0
18						\$0	\$0.00		\$0	100.00%	\$0
19						\$0	\$0.00		\$0	100.00%	\$0
20						\$0	\$0.00		\$0	100.00%	\$0
Total Number of PHN Staff				1							
Total FTE PHN Staff					0.12%			0%		100.00%	
Total Salaries and Wages							\$10,816		\$0		\$10,816
Less Salary Savings							\$0		\$0		\$0
Net Salaries and Wages							\$10,816		\$0		\$10,816
Staff Benefits (Specify %)				35.30%			\$3,818		\$0		\$3,818
I. Total Personnel Expenses							\$14,634		\$0		\$14,634
II. Operating Expenses											
1	Travel			\$0			\$0	0.00%	\$0	100.00%	\$0
2	Training			\$0			\$0	0.00%	\$0	100.00%	\$0
II. Total Operating Expenses							\$0		\$0		\$0
III. Capital Expenses											
III. Total Capital Expenses											
IV. Indirect Expenses											
1	Internal (Specify %)			0.00%			\$0				\$0
2	External										
IV. Total Indirect Expenses							\$0				\$0
V. Other Expenses											
V. Total Other Expenses											
Budget Grand Total							\$14,634		\$0		\$14,634

Rebecca Graves

Rebecca Graves 11/18/2021 760.878.0246 rgraves@inyocounty.us
 Prepared By (Print & Sign) Date Phone Number E-mail Address

Marissa Whitney
 Marissa Hobbs

CHDP Director Or Deputy Director (Print & Sign) 12/20/21 760-873-7868 mhobbs@inyocounty.us
Date Phone Number E-mail Address

**HPCFC-PMM&O
 INYO County
 Budget Narrative
 Fiscal Year 21/22**

I. PERSONNEL EXPENSES

Total Salaries: \$10,816

Total Benefits: \$3,818

I. Total Personnel Expenses: \$14,634 This is an increase from the prior year.

Public Health Nurse Tim Whitney This position is budgeted at 11.816%. This is an increase from the prior year.

II. OPERATING EXPENSES

Travel \$0

Training \$0

II. Total Operating Expenses: \$0

III. CAPITAL EXPENSES

III. Total Capital Expenses: \$0.00 No Capital Expenses planned

IV. INDIRECT EXPENSES

IV. Total Indirect Expenses: \$0

V. OTHER EXPENSES

V. Total Other Expenses: \$ -

BUDGET GRAND TOTAL: \$14,634



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 State/Federal
 Budget Summary



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief):	Caseload Relief
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County-City Name:	Inyo County	Fiscal Year:	FY21-22
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Category/Line Item	Total Budget	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
A	(B = C + D)	C	D
I Total Personnel Expenses	\$4,644	\$4,644	\$0
II Total Operating Expenses	\$0	\$0	\$0
III Total Capital Expenses			
IV Total Indirect Expenses	\$0		\$0
V Total Other Expenses			
Budget Grand Total	\$4,644	\$4,644	\$0

Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Non-Enhanced State/Federal (50/50)
E	(F = G + H)	G	H
State Funds	\$1,161	\$1,161	\$0
Federal Funds (Title XIX)	\$3,483	\$3,483	\$0
Budget Grand Total	\$4,644	\$4,644	\$0

Rebecca Graves

Rebecca Graves	11/18/2021	760.878.0246	rgraves@inyocounty.us
Prepared By (Print & Sign)	Date	Phone Number	E-mail Address

Marissa Whitney

Marissa Whitney	12/20/21	760-873-7868	mhobbs@inyocounty.us
CHDP Director Or Deputy Director (Print & Sign)	Date	Phone Number	E-mail Address



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 State/Federal
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): Caseload Relief

County-City Name: Inyo County Fiscal Year: FY21-22

Column					1A	1B	1	2A	2	3A	3
Category/Line Item					% FTE	Annual Salary	Total Budget	% FTE	Enhanced State/Federal (25/75)	% FTE	Non-Enhanced State/Federal (50/50)
I. Personnel Expenses											
#	Last	First	Title	PHN (Y/N)							
1	Whitney	Tim	Public Health Nurse	Y	3.41%	\$91,539	\$3,116.90	100.00%	\$3,117	0.00%	\$0
2						\$0	\$0.00		\$0	100.00%	\$0
3						\$0	\$0.00		\$0	100.00%	\$0
4						\$0	\$0.00		\$0	100.00%	\$0
5						\$0	\$0.00		\$0	100.00%	\$0
6						\$0	\$0.00		\$0	100.00%	\$0
7						\$0	\$0.00		\$0	100.00%	\$0
8						\$0	\$0.00		\$0	100.00%	\$0
9						\$0	\$0.00		\$0	100.00%	\$0
10						\$0	\$0.00		\$0	100.00%	\$0
11						\$0	\$0.00		\$0	100.00%	\$0
12						\$0	\$0.00		\$0	100.00%	\$0
13						\$0	\$0.00		\$0	100.00%	\$0
14						\$0	\$0.00		\$0	100.00%	\$0
15						\$0	\$0.00		\$0	100.00%	\$0
16						\$0	\$0.00		\$0	100.00%	\$0
17						\$0	\$0.00		\$0	100.00%	\$0
18						\$0	\$0.00		\$0	100.00%	\$0
19						\$0	\$0.00		\$0	100.00%	\$0
20						\$0	\$0.00		\$0	100.00%	\$0
Total Number of PHN Staff				1							
Total FTE PHN Staff					0.03%			100.00%		0.00%	
Total Salaries and Wages							\$3,117		\$3,117		\$0
Less Salary Savings							\$0		\$0		\$0
Net Salaries and Wages							\$3,117		\$3,117		\$0
Staff Benefits (Specify %)				48.98%			\$1,527		\$1,527		\$0
I. Total Personnel Expenses							\$4,644		\$4,644		\$0
II. Operating Expenses											
1	Travel			\$0			\$0	0.00%	\$0	100.00%	\$0
2	Training			\$0			\$0	0.00%	\$0	100.00%	\$0
II. Total Operating Expenses							\$0		\$0		\$0
III. Capital Expenses											
III. Total Capital Expenses											
IV. Indirect Expenses											
1	Internal (Specify %)			0.00%			\$0				\$0
2	External										
IV. Total Indirect Expenses							\$0				\$0
V. Other Expenses											
V. Total Other Expenses											
Budget Grand Total							\$4,644		\$4,644		\$0

Rebecca Graves

Rebecca Graves 11/18/2021 760.878.0246 rgraves@inyocounty.us
 Prepared By (Print & Sign) Date Phone Number E-mail Address

Marissa Whitney

Marissa Whitney 12/20/21 760-873-7868 mhobbs@inyocounty.us
 CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address

**HPCFC-Caseload
 INYO County
 Budget Narrative
 Fiscal Year 21/22**

I. PERSONNEL EXPENSES

Total Salaries:	\$3,117
Total Benefits:	<u>\$1,527</u>

I. Total Personnel Expenses: \$4,644 This is the same as the prior year.

Public Health Nurse		This position is budgeted at 3.4050%.
Tim Whitney		This is a decrease from the prior year.

II. OPERATING EXPENSES

Travel
 Training

II. Total Operating Expenses: \$0

III. CAPITAL EXPENSES

III. Total Capital Expenses: \$0.00 No Capital Expenses planned

IV. INDIRECT EXPENSES

IV. Total Indirect Expenses: \$0

V. OTHER EXPENSES

V. Total Other Expenses: \$0

BUDGET GRAND TOTAL: \$4,644

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	15	13.39%
OTLICP - Total Cases of Open (Active) OTLICP Children	15	13.39%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	82	73.21%
TOTAL CCS CASELOAD	112	100%

CCS Administrative Baseline Budget Summary

Fiscal Year: 2021-22

County: Inyo

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	85,770	11,487	11,487	62,796	0	62,796
II. Total Operating Expense	3,862	517	517	2,828	0	2,828
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	13,485	1,806	1,806	9,873		9,873
V. Total Other Expense	7,500	1,004	1,004	5,491		5,491
Budget Grand Total	110,617	14,814	14,814	80,988	0	80,988

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	7,407	7,407				
County	7,407	7,407				
OTLICP						
State	1,741		1,741			
County	1,741		1,741			
Federal (Title XXI)	11,332		11,332			
Medi-Cal						
State	40,494			40,494	0	40,494
Federal (Title XIX)	40,494			40,494	0	40,494

Rebecca Graves

Rebecca Graves

rgraves@inyocounty.us

Prepared By (Signature)

Prepared By (Printed Name)

Email Address

Marissa Whitney

Marissa Whitney

mhobbs@inyocounty.us

CCS Administrator (Signature)

CCS Administrator (Printed Name)

Email Address

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	15	13.39%
OTLICP - Total Cases of Open (Active) OTLICP Children	15	13.39%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	82	73.21%
TOTAL CCS CASELOAD	112	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2021-22

County: Inyo

Column	Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)								
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense													
Program Administration													
1. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
2. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
3. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
4. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
5. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
Subtotal		0	0		0		0		0				0
Medical Case Management													
1. Dena Dondero, Registered Nurse	10.00%	74,299	7,430	13.39%	995	13.39%	995	73.21%	5,440	0.00%	0	100.00%	5,440
2. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
6. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
7. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
8. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
Subtotal		74,299	7,430		995		995		5,440		0		5,440
Other Health Care Professionals													
1. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
Ancillary Support													
1. Talia Carrollo, HHS Specialist	75.00%	48,249	36,187	13.39%	4,846	13.39%	4,846	73.21%	26,494			100.00%	26,494
2. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
3. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
4. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
5. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
Subtotal		48,249	36,187		4,846		4,846		26,494				26,494
Clerical and Claims Support													
1. Marjie Chapman, Office Tech III Fiscal	3.00%	57,635	1,729	13.39%	232	13.39%	232	73.21%	1,266	0.00%	0	100.00%	1,266
2. Rebecca Graves, Admin Analyst II	5.00%	62,993	3,150	13.39%	422	13.39%	422	73.21%	2,306	0.00%	0	100.00%	2,306
3. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	15	13.39%
OTLICP - Total Cases of Open (Active) OTLICP Children	15	13.39%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	82	73.21%
TOTAL CCS CASELOAD	112	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2021-22

County: Inyo

Column	Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)								
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
5. Employee Name, Position	0.00%	0	0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
Subtotal		120,628	4,879		654		654		3,572		0		3,572
Total Salaries and Wages			48,496	13.39%	6,495	13.39%	6,495	73.21%	35,506	0.00%	0	100.00%	35,506
Staff Benefits (Specify %)	76.86%		37,274	13.39%	4,992	13.39%	4,992	73.21%	27,290		0		27,290
I. Total Personnel Expense			85,770	13.39%	11,487	13.39%	11,487	73.21%	62,796		0		62,796
II. Operating Expense													
1. Travel			0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
2. Training			0	13.39%	0	13.39%	0	73.21%	0	0.00%	0	100.00%	0
3. General Operating			315	13.39%	42	13.39%	42	73.21%	231				231
4. Professional Services			225	13.39%	30	13.39%	30	73.21%	165				165
5. Utilities			1,400	13.39%	188	13.39%	188	73.21%	1,025				1,025
6. Rent			1,922	13.39%	257	13.39%	257	73.21%	1,407				1,407
7.				13.39%	0	13.39%	0	73.21%	0				0
II. Total Operating Expense			3,862		517		517		2,828		0		2,828
III. Capital Expense													
1.				13.39%	0	13.39%	0	73.21%	0				0
2.				13.39%	0	13.39%	0	73.21%	0				0
3.				13.39%	0	13.39%	0	73.21%	0				0
III. Total Capital Expense			0		0		0		0				0
IV. Indirect Expense													
1. Indirect Cost Rate	15.72%		13,485	13.39%	1,806	13.39%	1,806	73.21%	9,873			100.00%	9,873
			0	13.39%	0	13.39%	0	73.21%	0			100.00%	0
IV. Total Indirect Expense			13,485		1,806		1,806		9,873				9,873
V. Other Expense													
1. Maintenance & Transportation			7,500	13.39%	1,004	13.39%	1,004	73.21%	5,491			100.00%	5,491
2.				13.39%	0	13.39%	0	73.21%	0			100.00%	0
3.				13.39%	0	13.39%	0	73.21%	0			100.00%	0
4.				13.39%	0	13.39%	0	73.21%	0			100.00%	0
5.				13.39%	0	13.39%	0	73.21%	0			100.00%	0
V. Total Other Expense			7,500		1,004		1,004		5,491				5,491
Budget Grand Total			110,617		14,814		14,814		80,988		0		80,988

Rebecca Graves

Prepared By (Signature)	Rebeca Graves	11/18/2021	760-878-0246
	Prepared By (Printed Name)	Date Prepared	Phone Number
<i>Marissa Whitney</i>	Mariss Whitney	12/20/21	mhobbs@inyocounty.us
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date Signed	Phone Number

**CCS Admin
 INYO County
 Budget Narrative
 Fiscal Year 2021/22**

I. PERSONNEL EXPENSES

Total Salaries:	\$48,496
Total Benefits:	<u>\$37,274</u>
Total Personnel Expenses:	\$85,770

Registered Nurse Dena Dondero	This position is budgeted at 10% and is unchanged from the prior year.
HHS Specialist Talia Carrollo	This position is budgeted at 75% and is unchanged from the prior year.
Office Tech III Fiscal Marjie Chapman	This position is budgeted at 3% and is unchanged from the prior year.
Administrative Analyst II Rebecca Graves	This position is budgeted at 5% and is unchanged from the prior year.

II. OPERATING EXPENSES

Travel	\$0 This is unchanged from the prior year.
Training	\$0 This is unchanged from the prior year.
General Office	\$315 Basic office supplies, time study and copy costs. This is a decrease from prior year.
Professional Services	\$225 This is a slight increase from the prior year.
Motor Pool	\$0 This is unchanged from the prior year.
Utilities	\$1,400 Includes phone, electricity, gas etc. This is a decrease from the prior year.
Rent	\$1,922 This is an increase from the prior year as this is the first year we are paying rent on a new office building.

III. Total Operating Expenses: \$3,862

IV. CAPITAL EXPENSES \$ - No Capital Expenses planned.

IV. Total Capital Expenses: **\$0.00**

V. INDIRECT EXPENSES \$13,485 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is an increase from the prior year.

V. Total Indirect Expenses: \$13,485

VI. OTHER EXPENSES
 Maintenance and Transp. \$ 7,500.00 This is the same as prior year.

VI. Total Other Expenses: \$ 7,500.00

BUDGET GRAND TOTAL **\$ 110,617.00**

**County Classification Title and Salary Table Details
CCS Administrative Budget FY 2021-2022
(To be completed by the county)**

County	Inyo	
Staff/Working Title for personnel reported in baseline budget is Column A)	Corresponding County Classification Title for personnel listed in Column A (Per County Web Link)	Notes/Comments (for any additional compensation in the budget compared to maximum salary in the website)
Dena Dondero, Registered Nurse	Registered Nurse	
Talia Carrillo, HHS Specialist	HHS Specialist III	+5% Bilingual pay
Marjie Chapman, Office Tech	Office Tech III	
Rebecca Graves, Administrative Analyst	Administrative Analyst II	
Additional Details:	Please enter the required details as below:	Notes/Comments
Personnel Benefits Rate (County-established Percentage or Percentage Based upon Actual Costs)	Percentage Based upon Actual Costs	
Indirect Cost Rate (FY 2020-21 CDPH County ICR to be applied to Total Personnel Costs) Copy & Open URL Link for ICR FY 2019-20 https://www.cdph.ca.gov/Programs/CFH/D/CAH/Pages/Indirect-Cost-Rate.aspx	25%	
Please provide following web link		
Web link for County Classification Title, Staff Benefits Rate and Salary Table:	https://www.inyocounty.us/services/human-resources/personnel/benefits-and-salaries	

MTP Staffing and Budget Summary

Revised 2/11/20

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6 (C3+C4+C5)	Column 7 (=C8)	Column 8 (=C7)	Column 9	Column 10 (C7+C8+C9)
County Name	FY 2021-22 Total Est. MTP Caseload	Total Budgeted MTP Administrative Positions (FTEs) <i>(Section A)</i>	Total Budgeted MTP Treatment Positions (FTEs) <i>(Section B)</i>	Total Budgeted SELPA Interagency Activities (FTEs) <i>(Section C)</i>	Total Budgeted MTP Positions (FTEs) <i>(Section E)</i>	FY 2021-22 Estimated MTP Funding (County)	FY 2021-22 Estimated MTP Funding (State - No AB3632)	FY 2021-22 Estimated MTP Funding (AB 3632 State Only)	FY 2021-22 Total Estimated MTP Budget

Inyo	9			0.10	0.10	\$8,214		\$12,746	\$20,960
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Autocalculates

Autocalculates

Revised 02/11/20

CCS Medical Therapy Program (MTP) Budget Worksheet

Fiscal Year: 2021-22

County: Inyo

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
I. COUNTY EMPLOYED MTU STAFF			
MTP Administrative Positions			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Treatment Staff			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
6. Employee Name, Position	0.00%	-	-
7. Employee Name, Position	0.00%	-	-
8. Employee Name, Position	0.00%	-	-
9. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Total Salaries and Wages			-
Staff Benefits (Specify %)	0.00%		-
Total Personnel Expenses, County Employed MTU Staff			-
Travel Costs			-
Internal Indirect Costs (Specify %)	0.00%		-
I. TOTAL, COUNTY EMPLOYED MTU STAFF			\$ -
II. CONTRACT THERAPISTS			
Physical and Occupational Therapy Contracts			
1. Contractor Name, Position			-
2. Contractor Name, Position			-
3. Contractor Name, Position			-
4. Contractor Name, Position			-
5. Contractor Name, Position			-
II. TOTAL, CONTRACT THERAPISTS			\$ -
III. COUNTY STAFF FOR SELPA/LEA/IEP FUNCTIONS			
MTP Administrative Positions			

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
1. Dena Dondero, Registered Nurse	10.00%	74,299	7,430
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
Subtotal		74,299	7,430
Treatment Staff			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
6. Employee Name, Position	0.00%	-	-
7. Employee Name, Position	0.00%	-	-
8. Employee Name, Position	0.00%	-	-
9. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Total Salaries and Wages			7,430
Staff Benefits (Specify %)	54.29%		4,034
Total Personnel Expenses for SELPA/LEA/IEP Functions			11,464
Travel Costs			-
Indirect Costs (Specify %)	0.00%		-
III. TOTAL, STAFF FOR SELPA/LEA/IEP FUNCTIONS			\$ 11,464
IV. MTU EXPENDITURES			
1. MTU Supply and Equipment Costs			
a. Item 1			-
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			-
2. MTU Conference Costs			
a. Provider expenses at clinic			2,500
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			2,500
3. Training/Education			
a. Item 1			-
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			-
4. Miscellaneous MTU Costs			

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
a. Indirect costs			63
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			63
IV. TOTAL, MTU EXPENDITURES			\$ 2,563
BUDGET GRAND TOTAL			\$ 14,027

SOURCE OF FUNDS			
MTP (State/County 50/50) (Sections I, II & IV)			
State General Funds (1)		\$ 1,282	
County Funds		\$ 1,281	
MTP (State 100%) (Section III)			
State General Funds (2)		\$ 11,464	
Total State General Funds (1 + 2)		\$ 12,746	

Rebecca Graves

Rebecca Graves

11/18/2021

Prepared By

Date Prepared

Marissa Whitney

Marissa Whitney

12/20/21

Approved By

Date Approved

**CCS Treatment
INYO County
Budget Narrative
Fiscal Year 2021/22**

I. PERSONNEL EXPENSES

Total Salaries:	\$7,430
Total Benefits:	\$4,034
Total Personnel Expenses:	\$11,464

Registered Nurse
Dena Dondero

This position is budgeted at 10% and is unchanged from the prior year.

II. OPERATING EXPENSES

Travel	\$0	This is unchanged from the prior year.
Training	\$0	This is unchanged from the prior year.
General Office	\$0	Basic office supplies, time study and copy costs. This is a decrease from prior year.
Professional Services	\$0	This is a slight increase from the prior year.
Motor Pool	\$0	This is unchanged from the prior year.
Utilities	\$0	Includes phone, electricity, gas etc. This is a decrease from the prior year.
Provider expenses at clinic	\$2,500	This is unchanged from the prior year.

III. Total Operating Expenses: **\$2,500**

IV. CAPITAL EXPENSES \$ - No Capital Expenses planned.

IV. Total Capital Expenses: **\$0.00**

V. INDIRECT EXPENSES \$63

V. Total Indirect Expenses: **\$63** This is a decrease from the prior year.

VI. OTHER EXPENSES

Maintenance and Transp. \$ - This is the same as prior year.

VI. Total Other Expenses: \$ -

BUDGET GRAND TOTAL **\$ 14,026.90**

County Classification Title and Salary Table Details

MTP Administrative Budget FY 2021-2022 (To be completed by the county)

County	Inyo County	
Staff/Working Title for personnel reported in baseline budget (This is Column A)	Corresponding County Classification Title for personnel listed in Column A (Per County Web Link)	Notes/Comments (for any additional compensation in the budget compared to maximum salary in the website)
Dena Dondero	Registered Nurse	
Additional Details:	Please enter the required details as below:	Notes/Comments
Personnel Benefits Rate (County-established Percentage or Percentage Based upon Actual Costs)	Percentage Based upon Actual Costs	
Indirect Cost Rate (FY 2019-20 CDPH County ICR to be applied to Total Personnel Costs) Copy & Open URL Link for ICR FY 2019-20 https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx	25%	
Please provide following web link		
Web link for County Classification Title, Staff Benefits Rate and Salary Table:	https://www.inyocounty.us/services/human-resources/personnel/benefits-and-salaries	

Medical Therapy Program Staffing Determination Tool

TO BE COMPLETED BY COUNTY CCS PROGRAM

Revised 2/11/20

Fiscal Year: 2021-22

County: Inyo

Date: 11/18/2021

Total no. of MTUs in county: _____

Total no. of MTU satellites in county: _____

Total no. of children on MTP caseload per CMS Net: 10

Please explain if caseload data is from another source: _____

Total number of children on waiting list for services, receiving no services: PT _____ OT _____

Total # of children on waiting list, receiving services temporarily through a vendor: PT _____ OT _____

Total # of children on waiting list: PT 0 OT 0

A. MTP Administrative Positions

MTP Administrative Positions*	# County Positions Approved & Filled	# County Positions Approved & Vacant	Total Administrative Positions
Chief Therapist			0.00
Asst Chief Therapist(s)			0.00
MTU Supervisors			0.00
MTU Clerks			0.00
Total Adm Pos:	0.00	0.00	0.00

*Must be State approved positions based on Ch. 4 and caseload reviews - see instructions

** Calculation reflects licensed OT/PT staff needed to meet treatment needs. See instructions. Therapy Assistant/Aide conversions cannot be used to increase the number of therapy staff submitted on the MTP Baseline Budgets. **

B. Calculating FTE's for Treatment Needs**

1	2	3	4	5	6	7	8	9	10
Total weekly prescribed PT hours	Total weekly prescribed OT hours	Total prescribed hours (Col 1+Col 2)	Total hours for consultation* (see below for explanation)	Total treatment hours = prescribed hrs + consult hours (Col 3+4)	Standard hours per week for full-time employee	Total paid break time per week (in hours)	Total weekly work hours available for 1.0 FTE	Expected Tx hrs/wk at 75% direct therapy service (Col 8 x 0.75)	Total treating FTE's needed to staff MTP (Col 5/Col 9)
		0.00	0.00	0.00	40.0	2.50	37.50	28.13	0.00

PT cases: _____

OT cases: _____

* Calculated hours for consultation = # PT cases x 0.12 = -

* Calculated hours for consultation = # OT cases x 0.12 = -

Total consultation hours (used for Column 4 above) = -

C. Calculating Interagency Liaison and IEP Hours for Treatment FTEs

These numbers should be taken from the timestudies submitted to CMS

Timestudy	Total Interagency Liaison Hours	Total Interagency IEP Hours	Total Interagency hours for timestudy month	Total Interagency Hours for quarter***
Prior year 4 th quarter			-	-
Current year 1 st quarter			-	-
Current year 2 nd quarter			-	-
Current year 3 rd quarter			-	-
Total Annual Interagency Hours			-	-
Weekly average interagency hours for treatment positions			-	-
Weekly hours available for treatment by one FTE			-	37.50

Medical Therapy Program Staffing Determination Tool

Revised 2/11/20

TO BE COMPLETED BY COUNTY CCS PROGRAM

Fiscal Year: 2021-22

County: Inyo

Date: 11/18/2021

Total treatment FTE's needed for SELPA interagency activities	0.00
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D. Total MTP Treatment Positions

FTEs needed for prescription treatment hours:	0.00
FTEs needed for IEP and Interagency liaison hours:	0.00
Total MTP Treatment Positions:	0.00

E. MTP Position Summary

Based on the above calculations, the following MTP FTE positions are needed to meet the caseload of the County identified above.

Total MTP Administrative Positions:	0.00
Total MTP Treatment Positions:	0.00
TOTAL MTP FTE POSITIONS:	0.00

Name/Signature of Chief Therapist / Unit Supervisor

Marissa Whitney

Marissa Whitney 12/20/21
Name/Signature of CCS Administrator



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Lucy Vincent

SUBJECT: Approval of Amendment A01 to the Behavioral Health Performance Contract between Inyo County Health & Human Services Behavioral Health and the State Department of Health Care Services

RECOMMENDED ACTION:

Request Board approve Amendment No. 01 to the performance contract between the County of Inyo and the California Department of Health Care Services, for the period of July 1, 2017 through June 30, 2022, and authorize the HHS Director, in her role as Interim Local Mental Health Director, to sign the STD Standard Agreement 213A as well as complete the Contractor Certification Clauses.

SUMMARY/JUSTIFICATION:

This Amendment updates terms and conditions to comply with federal regulations as determined by the Centers for Medicare and Medicaid Services. Paragraph 1 on the face of the original STD 213 is revised to reflect the Contractor's formal name change from Inyo County Mental Health to Inyo County Health & Human Services Behavioral Health (ICHHS-BH).

As a small county with limited capacity, we will continue to be challenged in meeting these federal requirements. We will continue to look for ways to provide services to Inyo County beneficiaries with severe mental illness and behavioral health challenges in the most effective and efficient manner. We will also continue to look for ways to address the administrative burden placed on us as the managed care plan. The agreement describes the scope of work including 1) organization and administration, 2) scope of services, 3) financial requirements, 4) management and information systems, 5) quality improvement system, 6) utilization management program, 7) access and availability of services, and 8) provider network.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this Amendment of the Standard Agreement as the Managed Care Plan. As such, Inyo County would no longer be the Medi-Cal plan and would lose both Medicaid as well as realignment funds.

OTHER AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health Division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies, such as health care, law enforcement, and schools.

FINANCING:

There is no actual dollar amount specified in this contract. This agreement outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200).

ATTACHMENTS:

1. Standard Agreement Amendment
2. Exhibits A & B
3. Civil Rights Certification Clause
4. Standard Agreement No. 17-94585

APPROVALS:

Lucy Vincent	Created/Initiated - 12/1/2021
Darcy Ellis	Approved - 12/2/2021
Lucy Vincent	Approved - 12/7/2021
Marilyn Mann	Approved - 12/17/2021
Melissa Best-Baker	Approved - 12/17/2021
John Vallejo	Approved - 12/17/2021
Amy Shepherd	Approved - 12/20/2021
Marilyn Mann	Final Approval - 12/20/2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER

17-94585

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

Inyo County Health & Human Services Behavioral Health (ICHHS-BH)

2. The term of this Agreement is:

START DATE

July 1, 2017

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of Amendment: Updating terms and conditions to comply with federal regulations as determined by the Centers for Medicare and Medicaid Services.

II.a. Paragraph 1 on the face of the original STD 213 is revised to reflect the Contractor's formal name change from Inyo County Mental Health to Inyo County Health & Human Services Behavioral Health.

(Continued on next pages)

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Inyo County Health & Human Services Behavioral Health (ICHHS-BH)

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

HHS Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER 17-94585	AMENDMENT NUMBER A01	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: WIC 14703

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline (i.e. **bold and underline**). Text deletions are displayed as strike through text (i.e. ~~strike~~).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A A1 - Scope of Work (2 pages)

All references to Exhibit A – Scope of Work, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A1 - Scope of Work. The attached revised exhibit hereby replaces Exhibit A – Scope of Work.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 1 A1 – Organization and Administration (6 pages)

All references to Exhibit A, Attachment 1 – Organization and Administration, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 1 A1 - Organization and Administration. The attached revised exhibit hereby replaces Exhibit A, Attachment 1 – Organization and Administration.

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 2 A1 – Scope of Services (10 pages)

All references to Exhibit A, Attachment 2 – Scope of Services, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 2 A1 - Scope of Services. The attached revised exhibit hereby replaces Exhibit A, Attachment 2 – Scope of Services.

VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 3 A1 – Financial Requirements (7 pages)

All references to Exhibit A, Attachment 3 – Financial Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A,

Attachment 3 A1 - Financial Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 3 – Financial Requirements.

- VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 4 A1 – Management Information Systems (2 pages)

All references to Exhibit A, Attachment 4 – Management Information Systems, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 4 A1 - Management Information Systems. The attached revised exhibit hereby replaces Exhibit A, Attachment 4 – Management Information Systems.

- IX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 5 A1 – Quality Improvement System (6 pages)

All references to Exhibit A, Attachment 5 – Quality Improvement System, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 5 A1 - Quality Improvement System. The attached revised exhibit hereby replaces Exhibit A, Attachment 5 – Quality Improvement System.

- X. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 6 A1 – Utilization Management Program (4 pages)

All references to Exhibit A, Attachment 6 – Utilization Management Program, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 6 A1 - Utilization Management Program. The attached revised exhibit hereby replaces Exhibit A, Attachment 6 – Utilization Management Program.

- XI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 7 A1 – Access and Availability of Services (6 pages)

All references to Exhibit A, Attachment 7 – Access and Availability of Services, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

Exhibit A, Attachment 7 A1 - Access and Availability of Services. The attached revised exhibit hereby replaces Exhibit A, Attachment 7 – Access and Availability of Services.

- XII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 8 A1 – Provider Network (12 pages)

All references to Exhibit A, Attachment 8 – Provider Network, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 8 A1 - Provider Network. The attached revised exhibit hereby replaces Exhibit A, Attachment 8 – Provider Network.

- XIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 9 A1 – Documentation Requirements (7 pages)

All references to Exhibit A, Attachment 9 – Documentation Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 9 A1 - Documentation Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 9 – Documentation Requirements.

- XIV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 10 A1 – Coordination and Continuity of Care (2 pages)

All references to Exhibit A, Attachment 10 – Coordination and Continuity of Care, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 10 A1 - Coordination and Continuity of Care. The attached revised exhibit hereby replaces Exhibit A, Attachment 10 – Coordination and Continuity of Care.

- XV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 11 A1 – Information Requirements (13 pages)

All references to Exhibit A, Attachment 11 – Information Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

Exhibit A, Attachment 11 A1 - Information Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 11 – Information Requirements.

- XVI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 12 A1 – Beneficiary Problem Resolution (23 pages)

All references to Exhibit A, Attachment 12 – Beneficiary Problem Resolution, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 12 A1 - Beneficiary Problem Resolution. The attached revised exhibit hereby replaces Exhibit A, Attachment 12 – Beneficiary Problem Resolution.

- XVII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 13 A1 – Program Integrity (7 pages)

All references to Exhibit A, Attachment 13 – Program Integrity, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 13 A1 - Program Integrity. The attached revised exhibit hereby replaces Exhibit A, Attachment 13 – Program Integrity.

- XVIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 14 A1 – Reporting Requirements (3 pages)

All references to Exhibit A, Attachment 14 – Reporting Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 14 A1 - Reporting Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 14 – Reporting Requirements.

- XIX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 – Budget Detail and Payment Provisions (5 pages)

All references to Exhibit B – Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

Exhibit B A1 - Budget Detail and Payment Provisions. The attached revised exhibit hereby replaces Exhibit B – Budget Detail and Payment Provisions.

- XX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E A1 – Additional Provisions (17 pages)

All references to Exhibit E – Additional Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1 - Additional Provisions. The attached revised exhibit hereby replaces Exhibit E – Additional Provisions.

- XXI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E, Attachment 1 A1 – Definitions (5 pages)

All references to Exhibit E, Attachment 1 – Definitions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E, Attachment 1 A1 - Definitions. The attached revised exhibit hereby replaces Exhibit E, Attachment 1 – Definitions.

- XXII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E, Attachment 2 A1 – Service Definitions (6 pages)

All references to Exhibit E, Attachment 2 – Service Definitions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E, Attachment 2 A1 – Service Definitions. The attached revised exhibit hereby replaces Exhibit E, Attachment 2 – Service Definitions.

- XXIII. All other terms and conditions shall remain the same.

**Exhibit A A1
SCOPE OF WORK**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Inyo County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

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

<p>Department of Health Care Services Erika Cristo Telephone: (916) 713-8546 Email: Erika.Cristo@dhcs.ca.gov</p>	<p>Inyo County Mental Health <u>Inyo County Health & Human Services Behavioral Health (ICHHS-BH)</u> Marilyn Mann, HHS Director Telephone: 760-873-3305 Fax: 760-873-6505 Email: mmann@inyocounty.us</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Medi-Cal Behavioral Health Division Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov</p>	<p>Inyo County Mental Health <u>Inyo County Health & Human Services Behavioral Health (ICHHS-BH)</u> Attention: Marilyn Mann, HHS Director 1360 North Main Street, Suite 201 Bishop, California 93514 Telephone: 760-873-3305 Fax: 760-873-6505 Email: mmann@inyocounty.us</p>
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Exhibit A A1
SCOPE OF WORK

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

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (**Welf. & Inst.**) Code § 14680 through §147267. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and ~~Inyo County Mental Health~~ **Inyo County Health & Human Services Behavioral Health (ICHHS-BH)** agrees to operate the Mental Health Plan (MHP) for Inyo County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

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

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** and the ~~Americans with Disabilities Act of 1973~~ as amended (29 U.S.C. § 794-(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (**C.F.R.**), and **the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations (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 Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (**California Code of Regulations (Cal. Code Regs.) Title (tit.) 9, §§ 1810.310, 1850.205-1850.208.**) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

- A. The Contractor shall not knowingly have any prohibited type of relationship with the following:
- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
- B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 (**42 U.S.C. 1320a-7**), 1128A (**42 U.S.C. 1320a-7a**), 1156 (**42 U.S.C. 1320c-5**), or 1842(j)(2) (**42 U.S.C. § 1395u(j)(2)**) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); ~~42 U.S.C. § 1320c-5.~~)
- C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

- 2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - 4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - 5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - 6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § ~~483~~438.230(b)(1).)

4. Subcontracts

- A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

- B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § **438**.230(b).)
- C. All subcontracts shall be in writing.
- D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.
- E. Each subcontract shall contain:
 - 1) The **delegated** activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)
 - 2) The **subcontractor's agreement to perform the** delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)
 - 3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.
 - 4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - 5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
 - 6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)
 - 7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

- 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)
- 9) The nondiscrimination and compliance provisions of this contract as ~~described in Exhibit E, Section 5, Paragraph C and Section 6, Paragraph C.~~
- 10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.~~230(c)(3)(i)-(ii)~~^{3(h)}.) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.
- 12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.
- 14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

- A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)
- B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:
 - 1) Its accreditation status, survey type, and level (as applicable);
 - 2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

- A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the **Social Security Act**. (42 C.F.R. § 438.3(f)(2).)
- B. Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

**Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION**

- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)
- 1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)
 - 2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)
- D. Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)
- 1) Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

**Exhibit A – Attachment 2 A1
SCOPE OF SERVICES**

1. Provision of Services

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to beneficiaries, as defined for the purposes of this contract, of Inyo County.

See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services SMHS listed below:

- 1) Mental health services;
- 2) Medication support services;
- 3) Day treatment intensive;
- 4) Day rehabilitation;
- 5) Crisis intervention;
- 6) Crisis stabilization;
- 7) Adult residential treatment services;
- 8) Crisis residential treatment services;
- 9) Psychiatric health facility services;
- 10) Intensive Care Coordination (for beneficiaries under the age of 21);
- 11) Intensive Home Based Services (for beneficiaries under the age of 21);
- 12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);
- 13) Therapeutic Foster Care (for beneficiaries under the age of 21);
- 14) Psychiatric Inpatient Hospital Services; ~~and~~

**Exhibit A – Attachment 2 A1
SCOPE OF SERVICES**

- 15) Targeted Case Management; **and**
- 16) **For beneficiaries under 21 years of age, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welf. & Inst. Code 14184.402 (d)).**

See Exhibit E, Attachment 2, Service Definitions for detailed descriptions of the SMHS listed above.

- B. Medi-Cal Managed Care Plan beneficiaries receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the beneficiaries receive medical/surgical benefits, in compliance with 42 C.F.R. 438.910(b)(2). Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract, as prescription drug and emergency benefits are provided through other delivery systems.**
- C. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet medical necessity criteria, based on the beneficiary's need for services established by an assessment and documented in the client plan. Services shall be provided in an amount, duration, and scope as specified in the individualized Client Plan for each beneficiary. **Any Medi-Cal services not covered by the scope of this contract will be provided through other Medi-Cal delivery systems.**
- D. The Contractor shall ensure that all medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervice solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in the California Code of Regulations, title 9, sections 1820.205, 1830.205, and 1830.210. (42 C.F.R. § 438.210(a)(2) and (3).)
- E. The Contractor shall make all medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices available in accordance with California Code of

**Exhibit A – Attachment 2 A1
SCOPE OF SERVICES**

Regulations., title 9, sections 1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.

- F. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the medical necessity criteria, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)
- G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with California Code of Regulations., title. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).
- ~~H. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.~~

2. Requirements for Day Treatment Intensive and Day Rehabilitation

- A. The Contractor shall require providers to request payment **prior** authorization for day treatment intensive and day rehabilitation services, **in accordance with Information Notice 19-026 and any subsequent departmental notices.**
 - ~~1) In advance of service delivery when day treatment intensive or day rehabilitation will be provided for more than five days per week.~~
 - ~~2) At least every three months for continuation of day treatment intensive.~~
 - ~~3) At least every six months for continuation of day rehabilitation.~~

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- ~~4) Contractor shall also require providers to request authorization for mental health services, as defined in California Code of Regulations, title 9, section 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in California Code of Regulations, title 9, sections 1810.216 and 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.~~
- ~~B. The Contractor shall not delegate the payment authorization function to providers. When the Contractor is the day treatment intensive or day rehabilitation provider, the Contractor shall assure that the payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.~~
- B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of California Code of Regulations, title 9, sections §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.
- C. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:
- 1) Community meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:
 - a) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.
 - b) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist,

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clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.

- 2) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
- 3) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.
- 4) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.
- 5) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the

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modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan.

D. Day treatment intensive shall additionally include:

- 1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.
- 2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.
- 3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as

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appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

- E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in California Code of Regulations, title 9, section 1840.350, for day treatment intensive, and California Code of Regulations, **tit. 9** section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.
- a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 - b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 - c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- F. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, the Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. The Contractor shall require that a separate entry be entered in the beneficiary record documenting the reason for the unavoidable absence and the total time (number of hours

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and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

- G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in Attachment 9 of this exhibit. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is either staff to the day treatment intensive program or the person directing the services.
- H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to

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the date the provider begins delivering day treatment intensive or day rehabilitation.

- J. Additional higher or more specific standards. The Contractor shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the Contractor's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- K. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:
- a. A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
 - b. A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.
 - c. Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.
 - d. The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

3. Therapeutic Behavioral Services

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Therapeutic Behavioral Services (TBS) are ~~supplemental~~ specialty mental health services covered under the as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). ~~benefit as defined in (California Code of Regulations., tit. 9, section § 1810.215.)~~ TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS ~~are available to beneficiaries in accordance with~~ is described in the Department of Mental Health Information Notice 08-38. ~~the TBS Coordination of Care Best Practices Manual, version 2 (October 2010), and the TBS Documentation Manual, version 2 (October 2009).~~

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1. Provider Compensation

The Contractor shall ensure that no payment is made to a network provider other than payment the Contractor makes for services covered under this Contract, except when these payments are specifically required to be made by the state in Title XIX of the Act, in 42 Code of Federal Regulations in chapter IV, or when the state agency makes direct payments to network providers for graduate medical education costs approved under the State Plan. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

- A. Contractor shall make payment to all Indian Health Care Providers (IHCPs) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.45~~54~~ and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

3. Prohibited Payments

- A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)
- B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

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- 1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
- 2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
- 3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
- 4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. Cost Reporting

- A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, **in accordance with**

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the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, ~~in accordance with the Welf. & Inst. Code § 14705(e)~~, and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

- B. In accordance with Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf. & Inst. Code § **14197.7(o)(1)**~~14712(e)~~, may withhold payments of additional funds until the cost report that is due has been submitted.
- C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State,

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the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

7. Recovery of Overpayments

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

- A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan (Cal. Code Regs. tit. 9, § 1810.438(h).).
 - 1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.

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- 2) specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.**208**(c)(1).)
- 3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. ~~§§~~ 422.208**(c)(2)(f)**.)
- 4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

- A. **The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.**

~~10. **Beneficiary Liability for Payment**~~

- ~~B. The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)~~
- ~~C. The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which~~

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~~the State does not pay the Contractor; for costs of covered services for which the State or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).~~

- ~~D. The Contractor shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c)).~~

11. Cost Sharing

- ~~A. The Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)~~
- ~~B. The Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)~~

10. ICD- 10

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations.
- B. Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).
- C. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental

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health services listed in ~~Mental Health and Substance Use Disorder Services (MHSUDS)~~ **Behavioral Health Information Notice (BHIN) 17-004E20-043**.

- D. The lists of covered ICD-10 diagnosis codes in ~~MHSUDS Information Notice~~ **BHIN 17-004E20-043** are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via ~~Mental Health and Substance Use Disorder Services~~ Information Notices.

**Exhibit A – Attachment 4 A1
MANAGEMENT INFORMATION SYSTEMS**

1. Health Information Systems

- A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)
- B. The Contractor's health information system shall, at a minimum:
- 1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)
 - 2) Ensure that data received from providers is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)
 - b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)
 - c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)
 - 3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

**Exhibit A – Attachment 4 A1
MANAGEMENT INFORMATION SYSTEMS**

- C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

~~3. Medi-Cal Eligibility Data System (MEDS) and MEDS Monthly Extract File (MMEF)~~

~~The Contractor shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 C.F.R. § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code § 14100.2(a).)~~

**Exhibit A – Attachment 5 A1
QUALITY IMPROVEMENT SYSTEM**

1. Quality Assessment and Performance Improvement

- A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)
- B. The Contractor's QAPI Program shall improve Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)
- D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)
- E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.
- F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)
- G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

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QUALITY IMPROVEMENT SYSTEM**

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
 - 2) Evaluating beneficiary grievances, appeals and fair hearings at least annually; and
 - 3) Evaluating requests to change persons providing services at least annually.
 - 4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.
- H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.
- J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.
- K. Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

2. Quality Improvement (QI) Work Plan

- A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:
- 1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

**Exhibit A – Attachment 5 A1
QUALITY IMPROVEMENT SYSTEM**

- 2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;
- 3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:
 - a. Monitoring efforts for previously identified issues, including tracking issues over time;
 - b. Objectives, scope, and planned QI activities for each year; and,
 - c. Targeted areas of improvement or change in service delivery or program design.
- 4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and
- 5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI 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

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QUALITY IMPROVEMENT SYSTEM**

document QI Committee meeting minutes regarding decisions and actions taken.

- C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).
- D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)
- E. The QI Program shall include active **involvement participation in the planning, design and execution of the QI Program** by the Contractor's practitioners and providers, ~~as well as beneficiaries~~ **who have accessed specialty mental health services through the Contractor, and family members, legal representatives, or other persons similarly involved with beneficiaries** ~~in the planning, design and execution of the QI Program,~~ as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).
- F. QI activities shall include:
 - 1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;
 - 2) Identifying opportunities for improvement and deciding which opportunities to pursue;
 - 3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;
 - 4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;
 - 5) Designing and implementing interventions for improving performance;
 - 6) Measuring effectiveness of the interventions;

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QUALITY IMPROVEMENT SYSTEM**

- 7) Incorporating successful interventions into the Contractor's operations as appropriate; and
- 8) Reviewing beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

- A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:
 - 1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;
 - 2) Include measurement of performance using objective quality indicators;
 - 3) Include implementation of interventions to achieve improvement in the access to and quality of care;
 - 4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,
 - 5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

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QUALITY IMPROVEMENT SYSTEM**

- B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

- A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)
- B. Such guidelines shall meet the following requirements:
- 1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
 - 2) They consider the needs of the beneficiaries;
 - 3) They are adopted in consultation with **network providers** ~~contracting health care professionals~~; and
 - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)
- D. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

**Exhibit A – Attachment 6 A1
UTILIZATION MANAGEMENT PROGRAM**

1. Utilization Management

- A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in California Code of Regulations., title 9, section 1810.440(b)(1)-(3).
- B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.
- C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)
- D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration or scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)
- E. **The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.**
- F. **The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)**
- G. **The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.**

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UTILIZATION MANAGEMENT PROGRAM**

2. Service Authorization

- A. Contractor shall implement mechanisms to assure authorization decision standards are met **in accordance with Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)** The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
 - 4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph G.
- ~~B. 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:~~

**Exhibit A – Attachment 6 A1
UTILIZATION MANAGEMENT PROGRAM**

- ~~1) The beneficiary, or the provider, requests extension; or~~
- ~~2) The Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(1))~~

B. The Contractor shall comply with authorization timeframes in accordance with MHSUDS Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))

D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225). The Contractor that is the MHP of the beneficiary being admitted on an emergency basis shall approve a request for payment authorization if the beneficiary meets the criteria for medical necessity and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize,

**Exhibit A – Attachment 6 A1
UTILIZATION MANAGEMENT PROGRAM**

food, shelter or clothing. (Cal Code Regs, tit. 9 §§ 1820.205 and 1820.225).

~~D. The Contractor may not require prior authorization for an emergency admission to a psychiatric health facility when the beneficiary has an emergency psychiatric condition. (Cal. Code Regs., tit. 9, §§ 1810.216 and 1830.245).~~

~~E. A Contractor shall authorize out of network services when a beneficiary with an emergency psychiatric condition is admitted on an emergency basis for psychiatric inpatient hospital services or psychiatric health facility services (Cal. Code Regs., tit. 9 §§ 1830.220, 1810.216, 1820.225, and 1830.245).~~

F. The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

**Exhibit A – Attachment 7 A1
ACCESS AND AVAILABILITY OF SERVICES**

1. Beneficiary Enrollment

- A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. **CA**, p. 31.)
- B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)
- C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (42 C.F.R. § 438.3(d)(3).)
- D. The Contractor shall not **unlawfully** discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, **gender**, gender identity, **religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability**, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation, **gender**, gender identity, **religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability**. (**42 U.S.C. § 18116**; 42 C.F.R. § 438.3(d)(4); **45 C.F.R. § 92.2**; **Gov. Code § 11135(a)**; **Welf. & Inst. Code § 14727(a)(3)**.)

2. Cultural Competence

- A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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ACCESS AND AVAILABILITY OF SERVICES

- B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

- A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out of network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)
- B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out of network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with California Code of Regulations, tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. Contractor shall comply with the requirements of California Code of Regulations, tit. 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.
- D. **Pursuant to Department guidance, Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).**

4. Procedures for ~~Serving Child Beneficiaries~~ Foster Children Placed Out-of-County

- A. In accordance with Cal. Code Regs., tit. 9, § 1830.220 Welf. & **Inst. Code 14717.1**, the Contractor in the **foster** child's county of origin **residence** shall **be responsible to authorize, pay,** provide or arrange for medically

**Exhibit A – Attachment 7 A1
ACCESS AND AVAILABILITY OF SERVICES**

necessary specialty mental health services for ~~the foster~~ children ~~in a foster care aid code~~ residing in the Contractor's county, who are placed outside of their counties of origin, unless a presumptive transfer waiver is in place. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children Placed Out of County (MHSUDS IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices). These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

- B. The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.
- C. When a request for a presumptive transfer waiver has been made for a foster child from the Contractor county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.
- D. The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.
- E. ~~The Contractor shall provide specialty mental health services and accept an assessment, if one exists, of needed specialty mental health services for the foster child from the MHP in the county of original jurisdiction. Nothing should preclude the Contractor from updating the assessment of conducting a new assessment if clinically indicated, but these updates or new assessments shall not delay the timely provision of specialty mental health services to the foster child.~~

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ACCESS AND AVAILABILITY OF SERVICES**

~~F. The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:~~

- ~~1) Client Assessment,~~
- ~~2) Client Plan,~~
- ~~3) Service Authorization Request,~~
- ~~4) Client Assessment Update,~~
- ~~5) Progress Notes – Day Treatment Intensive Services,~~
- ~~6) Progress Notes – Day Rehabilitation Services,~~
- ~~7) Organizational Provider Agreement (Standard Contract).~~

~~G. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.~~

5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall ensure that the MHP in the child's adoptive parents' county of residence provides **or arrange for the provision of** medically necessary specialty mental health services to a child in an ~~an~~**the** Adoption Assistance Program (AAP) aid code residing **within their adoptive parents' county of residence in the Contractor's county. These services are to be provided** outside his or her county of origin in the same way as the MHP ~~Contractor~~ **Contractor** would provide services to any **other** in-county child for whom the MHP ~~Contractor county~~ **Contractor county** is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). **When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)**

B. The MHP in the child's legal guardians' county of residence ~~The~~ **Contractor** shall provide **or arrange for the provision of** medically

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ACCESS AND AVAILABILITY OF SERVICES**

necessary specialty mental health services to a child in ~~the a-Kinship-~~**Guardian Assistance Program (Kin-GAP)** aid code residing **within their legal guardian's county of residence in the Contractor's county.** **These services are to be provided** ~~outside his or her county of origin in~~ the same way that ~~the Contractor~~ **the Contractor** would provide services to any other child for whom the ~~MHP~~**Contractor county** is listed as the county of responsibility ~~in~~**on the** MEDS. **When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 11376.)**

- C. **When the Contractor is the mental health plan in the county of origin for a child in AAP residing out of county with their adoptive parents (Welf. & Inst. Code § 16125) or a child in Kin-GAP residing out of county with their legal guardian (Welf. & Inst. Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 19-026 and any applicable Departmental notices issued after the effective date of this contract.**
- D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) **and requirements set forth in MHSUDS Information Notice 19-026 and any applicable Departmental notices issued after the effective date of this contract,** when processing or submitting authorization requests for children in a foster care AAP, or Kinship Guardian Assistance Payment (Kin-GAP,) aid code living outside his or her **their** county of origin.
- E. ~~The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:~~
- 1) ~~Client Assessment,~~
 - 2) ~~Client Plan,~~
 - 3) ~~Service Authorization Request,~~
 - 4) ~~Client Assessment Update,~~
 - 5) ~~Progress Notes – Day Treatment Intensive Services,~~

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ACCESS AND AVAILABILITY OF SERVICES**

- ~~6) Progress Notes – Day Rehabilitation Services.~~
- ~~7) Organizational Provider Agreement (Standard Contract).~~

~~E. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.~~

~~F. The Contractor shall submit changes to its procedures for serving beneficiaries placed outside their counties of origin pursuant to Welf. & Inst. Code § 14716 when those changes affect 25 percent or more of the Contractor's beneficiaries placed out of county. The Contractor's submission shall also include significant changes in the description of the Contractor's procedures for providing out-of-plan services in accordance with Cal. Code Regs., tit. 9, § 1830.220, when a beneficiary requires services or is placed in a county not covered by the Contractor's normal procedures.~~

6. Indian Beneficiaries

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as his or her provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) **Contractor shall document good-faith efforts to contract with all IHCPs in Contractor's county. If Contractor does not contract with a IHCP in Contractor's county, Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation.** The Contractor shall permit Indian beneficiaries to obtain covered services from out- of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

**Exhibit A – Attachment 8 A1
PROVIDER NETWORK**

1. Enrollment and Screening

- A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)
- B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

- A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.
- B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

- A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner (42 C.F.R. § 438.206(a)).
- B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers

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PROVIDER NETWORK**

provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

- C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued in BHINs** developed by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); **Welf. & Inst. Code § 14197.**)
- D. The Contractor ~~may~~ **must** submit to the Department a request for **an** Alternate Access Standards **upon notification that the Contractor is deficient in network adequacy standards.** The Department will evaluate requests and grant appropriate exceptions to the state developed standards, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by BHINs by the Department.** (42 C.F.R. § 438.68(a), (d), 438.206(a); **Welf. & Inst. Code § 14197.**)
- E. **The Contractor shall comply with network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including provider ratios and other network capacity requirements, as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by BHIN by the Department.**
4. **Timely Access**
- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall: ~~comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:~~
- 1) Meet and require its providers to meet Department standards for timely access to care and services, taking into account the urgency of need for services, **pursuant to Welf. & Inst. Code section 14197(d), as specified in BHIN 20-023 and its attachments, or in subsequent, guidance issued by the Department.**
 - 2) Comply with the timeliness standards specified in California Code of Regulations., tit. 9, section 1810.405(c) and Welf. & Inst. Code §

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PROVIDER NETWORK**

14717.1. Those standards apply to out-of-plan services, as well as in-plan services.

- 3) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.
- 4) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.
- 5) Establish mechanisms to ensure that network providers comply with the timely access requirements;
- 6) Monitor network providers regularly to determine compliance with timely access requirements;
- 7) Take corrective action if there is a failure to comply with timely access requirements **by a network provider.**
- 8) ~~The timeliness standards specified in California Code of Regulations, **tit. 9**, section 1810.405 and Welf. Inst. Code § 14717.1 apply to out-of-plan services, as well as in-plan services.~~

5. Documentation of Network Adequacy

- A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with **BHIN 20-023 and its attachments, or in subsequent guidance issued by the Department.** ~~the network adequacy standards developed by the Department as required by departmental guidance and regulation. (42 C.F.R. § 438.207(a); **Welf. & Inst. Code section 14197(f).**)~~
- B. The Contractor shall submit documentation to the Department, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by the Department** in a format specified by the

**Exhibit A – Attachment 8 A1
PROVIDER NETWORK**

Department, to demonstrate that it complies with the following requirements:

- 1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.
- 2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at **the times** as specified **in BHIN 20-023 and its attachments, or in subsequent guidance issued** by the Department, but no less frequently than the following:

- 1) At the time it enters into this Contract with the Department;
- 2) On an annual basis; and
- 3) **Within 10 business days of a significant change in the MHP's operations that would affect the capacity and services, including changes in Contractor services, benefits, geographic service area, composition of, or payments to its provider network; or enrollment of a new population. 42 C.F.R. § 438.207(c)(3)(i)(ii)** : ~~At any time there has been a significant change, as defined by the Department, in Contractor's operations that would affect the adequacy and capacity of services, including the following:~~
 - ~~a) A decrease of 25 percent or more in services or providers available to beneficiaries;~~
 - ~~b) Changes in benefits;~~
 - ~~c) Changes in geographic service area;~~
 - d) **Changes in the** ~~C~~composition of or payments to Contractor's provider network; or

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~~e) Enrollment of a new population in Contractor's county. (42 C.F.R. § 438.207(c).);~~

f) Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.

D. The Contractor shall include details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

6. Choice of Provider

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)

B. Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her

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PROVIDER NETWORK**

license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

- F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)
- G. Paragraphs A-F, above, may not be construed to:
 - 1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;
 - 2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or
 - 3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)
- H. Upon request, Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6))
- I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.
- J. Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)
- K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

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PROVIDER NETWORK**

8. Provider Certification

- A. The Contractor shall comply with California Code of Regulations, title 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.
- B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.
- C. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- D. The Contractor shall certify, or use another mental health plan’s certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with California Code of Regulations, title 9, section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by California Code of Regulations, title 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.
- E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider’s request for certification is received by the Department in accordance with the Contractor’s certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider’s sites within six months of the

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date the provider begins delivering covered services to beneficiaries at the site.

- F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.
- G. The Contractor and/or the Department shall each verify through an on-site review that:
- 1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
 - 2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
 - 3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.
 - 4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
 - 5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.
 - 6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.
 - 7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries,

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as described in California Code of Regulations, title 9, sections 1840.344 through 1840.358, as appropriate and applicable.

- 8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- 9) The organizational provider's head **or chief** of service, as defined California Code of Regulations, title 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- 10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.
 - c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.
 - f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - g) Policies and procedures are in place for dispensing, administering and storing medications.

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- H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 2 of this exhibit.
- I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 2 of this exhibit.
- J. On-site review is not required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.
- L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:
 - 1) The provider makes major staffing changes.
 - 2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

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- 5) There is a change of ownership or location.
 - 6) There are complaints regarding the provider.
 - 7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.
- M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.
- N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Beneficiary Communications

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in California Code of Regulations, title 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:
- 1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - 2) Information the beneficiary needs in order to decide among all relevant treatment options;
 - 3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

**Exhibit A – Attachment 8 A1
PROVIDER NETWORK**

- 4) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

- A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:
 - 1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.
 - 2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
 - 3) The availability of assistance to the beneficiary with filing grievances and appeals.
 - 4) The beneficiary's right to request a State fair hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.
 - 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

**Exhibit A – Attachment 9 A1
DOCUMENTATION REQUIREMENTS**

1. Documentation Standards

The Contractor shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by the Contractor. The Contractor may monitor performance so that the documentation of care provided will satisfy the requirements set forth below. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

A. Assessment

- 1) The Contractor shall ensure that the following areas are included, as appropriate, as part of a comprehensive beneficiary record when an assessment has been performed. For children or certain other beneficiaries unable to provide a history, this information may be obtained from the parents/care-givers, etc.
 - a) Presenting Problem. The beneficiary's chief complaint, history of the presenting problem(s), including current level of functioning, relevant family history and current family information;
 - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors and history of trauma or exposure to trauma;
 - c) Mental Health History. Previous treatment, including providers, therapeutic modality (e.g., medications, psychosocial treatments) and response, and inpatient admissions. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports;

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DOCUMENTATION REQUIREMENTS**

- d) Medical History. Relevant physical health conditions reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. For children and adolescents, the history must include prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports;
- e) Medications. Information about medications the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medications, and documentation of an informed consent for medications;
- f) Substance Exposure/Substance Use. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter, and illicit drugs;
- g) Client Strengths. Documentation of the beneficiary's strengths in achieving client plan goals related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
- h) Risks. Situations that present a risk to the beneficiary and/or others, including past or current trauma;
- i) A mental status examination;
- j) A complete diagnosis from the most current DSM, or a diagnosis from the most current ICD-code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and,
- k) Additional clarifying formulation information, as needed.

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DOCUMENTATION REQUIREMENTS**

- 2) Timeliness/Frequency Standard for Assessment. The Contractor shall establish written standards for timeliness and frequency for the elements identified in item A of this section.

B. Client Plans

- 1) The Contractor shall ensure that Client Plans:
- a) Have specific observable and/or specific quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;
 - b) Identify the proposed type(s) of intervention/modality including a detailed description of the intervention to be provided;
 - c) Have a proposed frequency and duration of intervention(s);
 - d) Have interventions that focus and address the identified functional impairments as a result of the mental disorder (from Cal. Code Regs., tit. 9, § 1830.205(b)); have interventions that are consistent with the client plan goal;
 - e) Be consistent with the qualifying diagnoses;
 - f) Be signed (or electronic equivalent) by:
 - i. The person providing the service(s), or,
 - ii. A person representing a team or program providing services, or
 - iii. A person representing the Contractor providing services; or
 - iv. By one of the following as a co-signer, if the client plan is used to establish that services are provided under the

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DOCUMENTATION REQUIREMENTS**

direction of an approved category of staff, and if the signing staff is not of the approved category:

- a) A physician,
 - b) A licensed/waivered psychologist,
 - c) A licensed/registered/waivered social worker,
 - d) A licensed/registered/waivered marriage and family therapist, or
 - e) A registered nurse, including but not limited to nurse practitioners, and clinical nurse specialists.
- g) Include documentation of the beneficiary's participation in and agreement with the client plan, as described in Cal. Code Regs., tit. 9, § 1810.440(c)(2)(A)(B).
- i. Examples of acceptable documentation include, but are not limited to, reference to the beneficiary's participation and agreement in the body of the plan, beneficiary signature on the plan, or a description of the beneficiary's participation and agreement in the client record;
 - ii. The beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan when:
 - a) The beneficiary is expected to be in long term treatment as determined by the MHP and,
 - b) The client plan provides that the beneficiary will be receiving more than one type of specialty mental health service;

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- iii. When the beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan and the beneficiary refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.
- 2) There shall be documentation in the client plan that a copy of the client plan was offered to the beneficiary.
- 3) The client plan shall be updated at least annually, or when there are significant changes in the beneficiary's condition.

C. Progress Notes

- 1) The Contractor shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:
 - a) Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity;
 - b) Documentation of beneficiary encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions;
 - c) Interventions applied, beneficiary's response to the interventions and the location of the interventions;
 - d) The date the services were provided;
 - e) Documentation of referrals to community resources and other agencies, when appropriate;
 - f) Documentation of follow-up care, or as appropriate, a discharge summary; and

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- g) The amount of time taken to provide services; and
 - h) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title.
- 2) Timeliness/Frequency of Progress Notes. Progress notes shall be documented at the frequency by type of service indicated below:
- a) Every Service Contact:
 - i. Mental Health Services;
 - ii. Medication Support Services;
 - iii. Crisis Intervention;
 - iv. Targeted Case Management;
 - b) Daily:
 - i. Crisis Residential;
 - ii. Crisis Stabilization (1x/23hr);
 - iii. Day Treatment Intensive; and
 - c) Weekly:
 - i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service;
 - ii. Day Rehabilitation;
 - iii. Adult Residential.

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DOCUMENTATION REQUIREMENTS**

D. Other

- 1) All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) The Contractor shall have a written definition of what constitutes a long term care beneficiary.
- 4) Contractor shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

**Exhibit A – Attachment 10 A1
COORDINATION AND CONTINUITY OF CARE**

1. Coordination of Care

- A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
 - 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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COORDINATION AND CONTINUITY OF CARE**

- B. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)
- C. The Contractor shall implement a transition of care policy that is **in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract** and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11 A1
INFORMATION REQUIREMENTS**

1. Basic Requirements

- A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries **in compliance with**.~~(42 C.F.R. § 438.10(d)(6).)~~ The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats **in compliance with**.~~(42 C.F.R. § 438.10.)~~
- B. The Contractor shall provide the required information in this section to each beneficiary when first receiving **specialty mental health services** and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
- C. The Contractor shall operate a website that provides the content required in this section **and complies with the requirements in**.~~(42 C.F.R. § 438.10.)~~
- D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)
- E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. **§§ 438.10(c)(4)(ii)**, 438.62(b)(3).)
- F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
- 1) The format is readily accessible;
 - 2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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INFORMATION REQUIREMENTS**

- 3) The information is provided in an electronic form which can be electronically retained and printed;
 - 4) The information is consistent with the content and language requirements of this Attachment; and
 - 5) The beneficiary is informed that the information is available in paper form without charge upon request and **Contractor** provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
- G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7).)

2. Information Provided to Beneficiaries

- A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:
- 1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)
 - 2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)
 - 3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)
 - 4) Covered benefits, including:
 - a. Which benefits are provided by the Contractor; and,
 - b. Which, if any, benefits are provided directly by the State.
 - 5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)
 - 6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)
 - 7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

- 8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)
- 9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)

- B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, ~~within 15 calendar days after receipt or issuance of the termination notice~~, to each beneficiary who was seen on a regular basis by the terminated provider. **The notice to the beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later.** (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

- A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)
- B. The Contractor shall ensure its written materials **that are critical to obtaining services are** available in alternative formats, ~~including large print~~, upon request of the potential beneficiary or beneficiary at no cost. ~~Large print means printed in a font size no smaller than 18 point.~~ **Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials.** (42 C.F.R. § 438.10(d)(3).)
- C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)
 - 1) The Contractor shall notify beneficiaries, **prospective beneficiaries, and members of the public** that written translation

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is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); **Welf. & Inst. Code § 14727(a)(1)**; Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)

~~2) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 C.F.R. § 438.10(d)(2).)~~

~~3) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 C.F.R. § 438.10(d)(3).)~~

~~4) The Contractor shall notify beneficiaries that written translation is available in prevalent languages free of cost and shall notify beneficiaries how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)~~

5) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)

D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) Contractor shall also notify beneficiaries, **prospective beneficiaries, and members of the public that these services are available free of charge and** how to access these services. (42 C.F.R. § 438.10(d) (5)(ii)-(iii); **Welf. & Inst. Code § 14727(a)(2)**.)

E. The Contractor shall make oral interpretation and auxiliary aids, such as **Teletypewriter Telephone/Text Telephone (TTY/TDY)** and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries, **prospective beneficiaries, and members of the public** that these services **are** is available **free of charge** and how to access **these**

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services. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welf. & Inst. Code § 14727(a)(1)-(2).)

F. Nondiscrimination Notice and Taglines

1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:

- a) In all conspicuous physical locations where the Contractor interacts with the public;**
- b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and**
- c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)**

2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)

3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:

- a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion,**

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ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)

b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)

4. Handbook

- A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)
- B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)
- C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:
 - 1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)
 - 2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)
 - a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)
 - b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)

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- c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)
- d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)
- e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)
- f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)
- g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)
- h) Grievance, appeal, and fair hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

- 1) The right to file grievances and appeals;

i. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

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- 2) The requirements and timeframes for filing a grievance or appeal;
 - 3) The availability of assistance in the filing process;
 - 4) The right to request a state fair hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;
 - 5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for state fair 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 fair hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)
- i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)
 - j) How to access auxiliary aids and services, including additional information in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)
 - k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)
 - l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)
 - m) Additional information that is available upon request, includes the following:

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- 1) Information on the structure and operation of the Contractor.
 - 2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)
- D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)
- E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and California Code of Regulations, title 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:
- 1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;
 - 2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;
 - 3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;
 - 4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,
 - 5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

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5. Provider Directory

- A. The Contractor must follow the Department’s provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.**
- B. The Contractor shall make provider directories available in electronic and paper form upon request, and ensure that the provider directories include the following information for all network providers, including each licensed, waived, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waived, or registered mental health provider employed by a provider organization to deliver Medi-Cal services:**
- 1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)
 - 2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)
 - 3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office, ~~and whether the provider has completed cultural competence training.~~ (42 C.F.R. § 438.10(h)(1)(vii).)
 - 4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)
 - 5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)

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- 6) **Type of practitioner as appropriate.**
- 7) **National Provider Identifier number.**
- 8) **California License number and type of license.**
- 9) **Whether the provider has completed cultural competence training.**

- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. **Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory.** (42 C.F.R. § 438.10(h)(3).)
- D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

6. Advance Directives

- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)
- B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
- C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
- D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual

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has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)

- E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Beneficiary Rights

- A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, California Code of Regulations., title 9, sections 862 through 868, and 42 Code of Federal Regulations section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.
- B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:
 - 1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)
 - 2) Be treated with respect and with due consideration for his or her dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)
 - 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
 - 4) Participate in decisions regarding his or her health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
 - 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)
 - 6) Request and receive a copy of his or her medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)

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- 7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)
- 8) Freely exercise his or her rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

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1. General Provisions

- A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:
- 1) A grievance process;
 - 2) An appeal process; and,
 - 3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)
- B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:
- 1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:
 - a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)
 - b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means

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any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

- c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)
 - d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)
- 2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)
 - 3) A beneficiary may request a State fair hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)
 - 4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State fair hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)
 - 5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).) **Grievances received over the telephone or in-**

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person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

- 6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a state fair hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)
- 8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)
- 9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)
- 10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)
- 11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal

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processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

- 12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)
- 13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)
- 14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)
- 15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)

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- 16) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)
- 17) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)
- 18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)
- 19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

- A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or

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grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

- B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)
- C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)
- D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)
- E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)
- F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

- A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)

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- B. The Contractor shall provide to the beneficiary written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the beneficiary may contact about the grievance. The written acknowledgement to the beneficiary must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.**
- C. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor determines, **to the satisfaction of DHCS upon request**, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)
- D. The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.**
- E. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if he or she could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)

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- F. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Discrimination Grievances

A. For Discrimination Grievances:

- 1) **The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California’s Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)**
- 2) **The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California’s Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.**
- 3) **Within ten calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B):**
 - a) **The original complaint.**
 - b) **The provider’s or other accused party’s response to the complaint.**

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- c) **Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.**
- d) **Contact information for the beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.**
- e) **All correspondence with the beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the beneficiary.**
- f) **The results of the Contractor’s investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.**

5. Appeals Process

- A. The Contractor’s appeal process shall, at a minimum:
 - 1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary’s behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);
 - 2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

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- 3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor **demonstrates** ~~determines~~, **to the satisfaction of DHCS upon request**, that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision. Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);
- 4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);
- 5) Provide the beneficiary and his or her representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and
- 6) Provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For

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standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

- 7) Allow the beneficiary, his or her representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)

B. The Contractor shall notify the beneficiary, and/or his or her representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:

- 1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);
- 2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);
- 3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:
 - a) Information regarding the beneficiary's right to a fair hearing and the procedure for requesting a fair hearing, if the beneficiary has not already requested a fair hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and
 - b) Information on the beneficiary's right to continue to receive benefits while the fair hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)
 - c) Inform the beneficiary that he or she may be liable for the cost of any continued benefits if the Contractor's adverse

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benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

6. Expedited Appeal Process

- A. “Expedited Appeal” is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary’s behalf or supporting the beneficiary’s request) that taking the time for a standard resolution could seriously jeopardize the beneficiary’s life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)
- B. The Contractor’s expedited appeal process shall, at a minimum:
- 1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)
 - 2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)
 - 3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)
 - 4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. 438.406(b)(4); 42 C.F.R. 438.408(b)-(c).)
 - 5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary’s health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may

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extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor **demonstrates** ~~determines~~, **to the satisfaction of DHCS upon request**, that there is need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

- 6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or his or her representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)
- 7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:
 - a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)
 - b) Make reasonable efforts to give the beneficiary and his or her representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if he or she disagrees with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. §

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438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

7. Contractor obligations related to State Fair Hearing

State “Fair Hearing” means the State hearing provided to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations ~~section~~ and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6.:

A. If a beneficiary requests a State Fair Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:

- 1) A beneficiary may request a State Fair Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
- 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor’s appeals process, and the beneficiary may initiate a state fair hearing. (42 C.F.R. 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)
- 3) The provider may request a State Fair Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Fair Hearing

“Expedited Fair Hearing” means a fair hearing, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a fair hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to

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attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

9. Continuation of Services

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a fair hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)

- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
 - 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)

 - 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)

 - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)

 - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)

 - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
 - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or

 - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)

- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for state

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fair hearing, the beneficiary does not request a state fair hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a state fair hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

- D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or state fair hearing was pending if the final resolution of the appeal or state fair hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)
- E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or state fair hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)
- F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)
- G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

- A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:
 - 1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

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- 2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)
 - 3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)
 - 4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)
 - 5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)
 - 6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)
- B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and California Code of Regulations, tit. 9, section 1850.212.
- C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with California Code of Regulations, tit. 9, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)
- D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)
- E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for Contractor payment authorization for a specialty mental health service that

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has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

- F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)
- G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)
- H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)
- I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the medical necessity criteria in sections 1830.205(b)(1),(b)(2),(b)(3)(C), or 1830.210(a) of Title 9 of the California Code of Regulations have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

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- J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)
- K. For the purposes of this Attachment, “medical service”, as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)
- L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)
- M. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

11. Contents and Timing of NOABD

- A. The Contractor shall include the following information in the NOABD:
 - 1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)
 - 2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary’s adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)
 - 3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

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- 4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a state fair hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)
 - 5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)
 - 6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)
 - 7) Information about the beneficiary's right to request a fair hearing or an expedited fair hearing, including:
 - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)
 - b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)
 - c) An explanation of the circumstances under which a specialty mental health service will be continued if a fair hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
 - d) The time limits for requesting a fair hearing or an expedited fair hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)
- B. The Contractor shall mail the NOABD within the following timeframes:
- 1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The

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Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

- 2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)
- 3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)
- 4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)
- 5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)
- 6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:
 - a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,

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- b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)
 - 7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)
 - 8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or his or her ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)
 - 9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)
 - 10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)
- C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:
- 1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)
 - 2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be

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the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

- 3) The beneficiary's admission to an institution where he or she is ineligible for further services; (42 C.F.R. § 431.213(c).)
- 4) The beneficiary's whereabouts are unknown and mail directed to him or her has no forwarding address; (42 C.F.R. § 431.213(d).)
- 5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)
- 6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or
- 7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)
- 8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)
- 9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on NF transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

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PROGRAM INTEGRITY**

1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Excluded Providers

- A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)
- B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)
- C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. Compliance Program

- A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.
- B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

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payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- 1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.
- 2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).
- 3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
- 4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.
- 5) Effective lines of communication between the CO and the organization's employees.
- 6) Enforcement of standards through well-publicized disciplinary guidelines.
- 7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

**Exhibit A – Attachment 13 A1
PROGRAM INTEGRITY**

4. Fraud Reporting Requirements

- A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:
- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
 - 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
 - 3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
 - 4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)
- B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

**Exhibit A – Attachment 13 A1
PROGRAM INTEGRITY**

- D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

5. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

6. Disclosures

A. Disclosure of 5% or More Ownership Interest:

- 1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.
 - a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).
 - i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

**Exhibit A – Attachment 13 A1
PROGRAM INTEGRITY**

455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

- ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.
- 2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- a) Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

**Exhibit A – Attachment 13 A1
PROGRAM INTEGRITY**

- ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- 3) For each provider in Contractor's provider network, Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- B. Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
 - a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

**Exhibit A – Attachment 13 A1
PROGRAM INTEGRITY**

- c) Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

- 1) Contractor shall submit the following disclosures to the Department regarding the Contractor's management:
 - a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.
- 2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.
- 3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

**Exhibit A – Attachment 14 A1
REPORTING REQUIREMENTS**

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

- 1) The Contractor's Chief Executive Officer (CEO).
- 2) The Contractor's Chief Financial Officer (CFO).
- 3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

**Exhibit A – Attachment 14 A1
REPORTING REQUIREMENTS**

be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

- B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):
- 1) The Contractor does not provide both inpatient hospital services and physician services.
 - 2) The Contractor is a public entity.
 - 3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
 - 4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

7. Performance Data

- A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

**Exhibit A – Attachment 14 A1
REPORTING REQUIREMENTS**

438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

- 1) Enrollment and disenrollment data;
- 2) Member grievance and appeal logs;
- 3) Provider complaint and appeal logs;
- 4) The results of any beneficiary satisfaction survey;
- 5) The results of any provider satisfaction survey;
- 6) Performance on required quality measures;
- 7) Medical management committee reports and minutes;
- 8) The Contractor's annual quality improvement plan;
- 9) Audited financial and encounter data; and
- 10) Customer service performance data.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

- 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

Exhibit E A1
ADDITIONAL PROVISIONS

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit A, Attachment 9	Documentation Requirements	7 page(s)
2) Exhibit A, Attachment 10	Coordination And Continuity Of Care	2 page(s)
3) Exhibit A, Attachment 11	Information Requirements	13 pages
4) Exhibit A, Attachment 12	Beneficiary Problem Resolution	23 pages
5) Exhibit A, Attachment 13	Program Integrity	7 pages
6) Exhibit A, Attachment 14	Reporting Requirements	3 pages
7) Exhibit B	Budget Detail And Payment Provisions	5 pages
8) Exhibit C *	General Terms And Conditions	GTC 04/2017
9) Exhibit D (F)	Special Terms And Conditions (Attached hereto as part of this agreement) (Notwithstanding Provisions 2, 3, 4, 6 ,8, 12, 14, 22, 25, 29, and 30 which do not apply to this agreement.)	27 pages
10) Exhibit E	Additional Provisions (Program Terms And Conditions)	17 pages
11) Exhibit E, Attachment 1	Definitions	5 pages
12) Exhibit E, Attachment 2	Service Definitions	6 pages
13) Exhibit F	HIPAA Business Associate Addendum	27 pages
14) Exhibit F, Attachment B	Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	101 pages

2. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether

Exhibit E A1
ADDITIONAL PROVISIONS

the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

3. Cancellation/Termination

A. General Provisions

- 1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)
- 2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)
- 3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)
- 4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (Welf. & Inst. Code § 147122(d).)

Exhibit E A1
ADDITIONAL PROVISIONS

B. Contract Renewal

- 1) This contract may be renewed if the Contractor continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)
- 2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(3).)

C. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the

**Exhibit E A1
ADDITIONAL PROVISIONS**

change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

D. Contract Termination

The Department or the Contractor may terminate this contract in accordance with, and within the given timeframes provided in California Code of Regulations, title 9, section 1810.323.

- 1) DHCS reserves the right to cancel or terminate this Contract immediately for cause.
- 2) The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.
- 3) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall identify any final performance, invoicing or payment requirements.
- 4) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancellation is not possible reduce, subsequent contract costs.
- 5) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- 6) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

E. Termination of Obligations

- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of

**Exhibit E A1
ADDITIONAL PROVISIONS**

this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.

- 2) When Contractor terminates a subcontract with a provider, Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that Contractor, based on available information, determines have recently been receiving services from that provider.

F. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

4. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

- 1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.

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- 2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.
- 3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's

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performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral Mental Health
Services Division
15001 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7413 **95814**

~~Inyo County Mental Health~~ **Inyo
County Health & Human Services
Behavioral Health (ICHHS-BH)**
162 J Grove Street
Bishop, CA 93514

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect ~~on the basis of~~ **any ground protected under federal or state law, including sex,** race, color, gender, gender identity, religion, marital status, national origin, **ethnic group identification, ancestry,** age, sexual orientation, **medical condition, genetic information,** or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(~~3-4~~); 45 C.F.R. § 92.28(a)(1); Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (**codified at 29 U.S.C. § 794**), ~~pertaining to the prohibiting~~ **of exclusion, denial of benefits, and** discrimination against qualified ~~handicapped persons~~ **individuals with a disability** in ~~all~~ **any** federally assisted programs

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or activities, **and shall comply with the implementing regulations** as detailed in regulations **Parts 84 and 85 of Title 45 of the C.F.R., as applicable** signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.
- 4) Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations., title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

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6. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to California Code of Regulations, title 9, sections 1810.380 and 1810.385. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and California Code of Regulations, title 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. (Cal. Code Reg., tit. 9, § 1810.380.) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

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- E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes. (See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).
- F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.
- G. Certification of Organizational Provider Sites Owned or Operated by the Contractor
- 1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with California Code of Regulations, tit. 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services

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to beneficiaries, except that on-site review is not required for public school or satellite sites.

- 2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.
- 3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.
- 4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

H. Excluded Providers

- 1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:
 - a) Must notify the Secretary of the noncompliance.
 - b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.
 - c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

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- d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, in accordance with Welf. & Inst. Code § ~~14197.7144712(e)~~ and Cal. Code Regs., tit. 9, §§ 1810.380 and 1810.385.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

7. State and Federal Law Governing this Contract

- A. **Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).**
- B. Contractor agrees to comply with all applicable federal and state law, including the applicable sections of the state plan and waiver, including but not limited to the statutes and regulations incorporated by reference below in Sections **D, G, and H, C, E, and F, and applicable sections of the state plan and waiver** in its provision of services as the Mental Health Plan. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall not apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this

**Exhibit E A1
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contract, Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.

- C. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.
- D. Federal law:
- 1) Title 42 United States Code, to the extent that these requirements are applicable;
 - 2) 42 C.F.R. to the extent that these requirements are applicable;
 - 3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.
 - 4) 42 C.F.R. § 455 to the extent that these requirements are applicable;
 - 5) **45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;**
 - 6) Title VI of the Civil Rights Act of 1964;
 - 7) Title IX of the Education Amendments of 1972;
 - 8) Age Discrimination Act of 1975;
 - 9) Rehabilitation Act of 1973;
 - 10) Americans with Disabilities Act;
 - 11) Section 1557 of the Patient Protection and Affordable Care Act;
 - 12) Deficit Reduction Act of 2005;

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- 13) Balanced Budget Act of 1997;
- 14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- 17) Any applicable federal and state laws that pertain to beneficiary rights.
- 18) **Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), 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**

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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.

- E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:
- 1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts
 - 2) §438.3(c) Standard Contract Provisions - Payment
 - 3) §438.3(g) Standard Contract Provisions - Provider preventable conditions
 - 4) §438.3(o) Standard Contract Provisions - LTSS contract requirements
 - 5) §438.3(p) Standard Contract Provisions – Special rules for HIOs
 - 6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs
 - 7) §438.4 Actuarial Soundness
 - 8) §438.5 Rate Development Standards
 - 9) §438.6 Special Contract Provisions Related to Payment
 - 10) §438.7 Rate Certification Submission
 - 11) §438.8 Medical Loss Ratio Standards
 - 12) §438.9 Provisions that Apply to Non-emergency Medical Transportation

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ADDITIONAL PROVISIONS**

- 13) §438.50 State Plan Requirements
 - 14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities
 - 15) §438.56 Disenrollment: requirements and limitations
 - 16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program
 - 17) 438.74 State Oversight of the Minimum MLR Requirements
 - 18) §438.104 Marketing
 - 19) **§438.106 Liability for Payment**
 - 20) **§438.108 Cost Sharing**
 - 21) §438.110 Member advisory committee
 - 22) §438.114 Emergency and Post-Stabilization
 - 23) §438.362 Exemption from External Quality Review
 - 24) §438.700-730 Basis for Imposition of Sanctions
 - 25) §438.802 Basic Requirements
 - 26) §438.810 Expenditures for Enrollment Broker Services
 - 27) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS
- F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:
- 1) Long Terms Services and Supports
 - 2) Managed Long Terms Services and Supports
 - 3) Actuarially Sound Capitation Rates

**Exhibit E A1
ADDITIONAL PROVISIONS**

- 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- H. State Law:
- 1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 2) Welf. & Inst. Code §§ 14680-14685.1
 - 3) Welf. & Inst. Code §§ 14700-14727~~6~~
 - 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
 - 6) Cal. Code Regs., tit. 22, §§ 50951 and 50953
 - 7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**Exhibit E – Attachment 1 A1
DEFINITIONS**

1. The following definitions and the definitions contained in California Code of Regulations., title 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in California Code of Regulations., title 9, sections 1810.100-1850.535, the definitions below will apply.
 - A. “Advance Directives” means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.
 - B. “Abuse” means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)
 - C. “Appeal” means a review by the Contractor of an adverse benefit determination.
 - D. “Beneficiary” means a Medi-Cal recipient who is currently receiving services from the Contractor.
 - E. "Contractor" means ~~Inyo County Mental Health~~ **Inyo County Health & Human Services Behavioral Health (ICHHS-BH)**.
 - F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.
 - G. "Department" means the California Department of Health Care Services (DHCS).
 - H. “Director” means the Director of DHCS.
 - I. **“Discrimination Grievance” means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.**

**Exhibit E – Attachment 1 A1
DEFINITIONS**

- J. “Emergency” means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).
- K. “Fraud” means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)
- L. “Grievance” means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary’s rights regardless of whether remedial action is requested. Grievance includes a beneficiary’s right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)
- M. “Habilitative services and devices” help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))
- N. "HHS" means the United States Department of Health and Human Service
- ~~O. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)~~
- P. **“Managed Care Organization” (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those**

**Exhibit E – Attachment 1 A1
DEFINITIONS**

services are to other Medicaid beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

- Q. A “Network Provider” means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department’s contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)
- R. “Out-of-network provider” means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be “out of network” for one Mental Health Plan, but in the network of another Mental Health Plan.)
- S. “Out-of-plan provider” has the same meaning as out-of-network provider.
- T. **“Overpayment” means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)**
- U. “Provider” means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.
- ~~V. “Overpayment” means any payment made to a network provider by a Mental Health Plan to which the provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)~~

**Exhibit E – Attachment 1 A1
DEFINITIONS**

- W. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.
- X. “PIHP” means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:
- 1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;
 - 2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and
 - 3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)
- Y. "Rehabilitation" means a recovery or resiliency focused service activity identified to address a mental health need in the client plan. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)
- Z. “Satellite site” means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.
- AA. “Specialist” means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate**

**Exhibit E – Attachment 1 A1
DEFINITIONS**

**Medical Education, the American Medical Association, or the
American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)**

BB. "Subcontract" means an agreement entered into by the Contractor with any of the following:

- 1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
- 2) "Subcontractor" means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term "subcontractor" shall include network providers.

**Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS**

1. The Contractor shall provide, or arrange and pay for, the following medically necessary covered specialty mental health services to beneficiaries of Inyo County. Services shall be provided based on medical necessity criteria, in accordance with an individualized Client Plan, and approved and authorized according to State of California requirements. Services include:
 - A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:
 - 1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the clinical history, analysis of relevant cultural issues and history; diagnosis; and the use of mental health testing procedures.
 - 2) Plan Development - A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of progress.
 - 3) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.
 - 4) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - 5) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited

**Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS**

to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

- B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.
- C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

- E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.
- F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.
- H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.
- I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

general acute care hospital or in outpatient settings. These services are separate from those categorized as “Psychiatric Inpatient Hospital”.

- J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the **Integrated** Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a **child** youth, his/her family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child/youth and family in attaining their goals. ICC also provides an ICC coordinator who:
- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/youth-**child** driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
 - 2) Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
 - 3) Supports the parent/caregiver in meeting their child/youth’s needs;
 - 4) Helps establish the CFT and provides ongoing support; and
 - 5) Organizes and matches care across providers and child serving systems to allow the child/youth to be served in his/her community
- K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child/youth’s functioning and are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and improving the child/youth’s family’s ability to help the

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

child/youth successfully function in the home and community. IHBS services are provided according to an individualized treatment plan developed in accordance with the **Integrated** Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service.

- L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan.
- M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized **specialty mental health services** SMHS activities (plan development, rehabilitation and collateral) to children and youth up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child or youth. The TFC parent will provide trauma informed interventions that are medically necessary for the child or youth. TFC is intended for children and youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain **specialty mental health services** SMHS activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- N. ~~Psychiatric Inpatient Hospital~~ Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the

**Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS**

hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. ~~Targeted Case Management~~ Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

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
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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.

NOV 27 2018

CONTRACTOR: Inyo County Mental Health

17-94585
Inyo County Mental
Health
Attn: Gail Zwier
162 J Grove Street
Bishop, CA 93514

AGREEMENT NUMBER: 17-94585

Department of Health Care Services (DHCS) has standardized its agreement formats. The enclosed agreement may reference online terms and conditions (GTC or GIA) that are not attached to the agreement. If applicable, the cited terms may be viewed at this website: <http://www.ols.dgs.ca.gov/standard+Language/default.htm>. The enclosed agreement is not binding until signed by all parties and approved by the appropriate state agencies. No services should be provided prior to approval, as DHCS is not obligated to make any payments for services occurring prior to approval. Required action is noted by each checked [X] item below.

- Affix a signature to the enclosed agreement copy and each face sheet. Two copies must bear original signatures. Return **all** copies to CMU's address noted below along with each item noted by a check mark [X]. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations, if any, must be approved by the funding program and initialed by the person who signs the agreement.
- Complete, sign, and return the Payee Data Record (STD204). Payments cannot be issued without this form.
- Go to <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>, review the GTC version referenced on the face of the agreement as Exhibit C. Review provision 11 to locate the Contractor Certification Clause (CCC) version (i.e., 307) that applies. Read the CCC in its entirety. Sign the first page of the Certification. Return the first page of the originally signed Certification to the CMU address below. Failure to return the appropriate CCC version will prohibit DHCS from doing business with your firm.
- Enclosed for your records is a fully executed agreement copy. Include DHCS's agreement number on all invoices and future correspondence related to this agreement. Performance may commence.
- The enclosed agreement has been signed by DHCS. When fully executed, **return on signed copy** to CMU's address below. Cite DHCS's agreement number on all correspondence about this agreement.
- The enclosed agreement has been signed by DHCS and is fully executed. Cite the agreement number in future correspondence.

Contact CMU at (916) 650-0150 if there are questions about this letter. Return all items identified above to this address:

DHCS Contract Management Unit
MS 1400, 1501 Capitol Avenue
P.O. Box 997413
Sacramento, CA 95899-7413

For Program matters, invoice/payment issues, or to discuss agreement alteration, contact

Dee Taylor (916) 552-9536
DHCS Mental Health Services Division
1500 Capitol Avenue, MS 2702
Sacramento, CA 95899

Enclosure(s)



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 03/18)

REGISTRATION NUMBER	AGREEMENT NUMBER 17-94585
---------------------	------------------------------

- This Agreement is entered into between the State Agency and the Contractor named below:

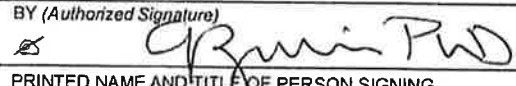
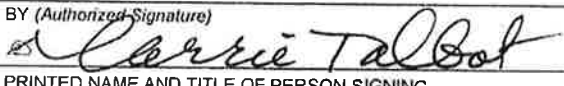
STATE AGENCY'S NAME Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
CONTRACTOR'S NAME Inyo County Mental Health	(Also referred to as Contractor)
- The term of this Agreement is: July 1, 2017 through June 30, 2022
- The maximum amount of this Agreement is: \$ 0
Zero dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope Of Work	2 pages
Attachment 1 Organization And Administration	6 pages
Attachment 2 Scope Of Services	9 pages
Attachment 3 Financial Requirements	6 pages
Attachment 4 Management Information Systems	2 pages
Attachment 5 Quality Improvement System	6 pages
Attachment 6 Utilization Management Program	3 pages
Attachment 7 Access And Availability Of Services	4 pages
Attachment 8 Provider Network	11 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Inyo County Mental Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 08-07-18	
PRINTED NAME AND TITLE OF PERSON SIGNING Gail Zwier, PhD, Director		
ADDRESS 162 J Grove Street Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME Department of Health Care Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/20/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Talbot Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: W&I Code §14703

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 03/18)

REGISTRATION NUMBER	AGREEMENT NUMBER 17-94585
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STATE AGENCY'S NAME	(Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services	
CONTRACTOR'S NAME	(Also referred to as Contractor)
Inyo County Mental Health	
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Inyo County Mental Health		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Gail Zwier, PhD, Director		
ADDRESS		
162 J Grove Street Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Health Care Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		
		<input checked="" type="checkbox"/> Exempt per: W&I Code §14703

CCC-307

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.

<i>Contractor/Bidder Firm Name (Printed)</i> Inyo County Mental Health		<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gail Zwier, PhD, Director		
<i>Date Executed</i>	<i>Executed in the County of</i> Inyo	

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 8103) (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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

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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.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Inyo County Mental Health</i>		<i>Federal ID Number</i> <i>95-6005445</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Gail Zwier, PhD, Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Inyo</i>	

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.)

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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.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 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 over \$100,000 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. <i>Proposer/Bidder Firm Name (Printed)</i> Inyo County Mental Health	<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Gail Zwier, PhD, Director	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Inyo, California

Whereas, Agreement 17-89585 contains the required revised managed care regulations applicable to PIHPs and is effective as of July 1, 2017;

Whereas, this Agreement is currently effective until June 30, 2018;

Whereas, the parties wish to avoid having a period where this Agreement and Agreement 17-89585 are simultaneously effective;

Therefore, the parties wish to have this Agreement expire effective June 30, 2017.

- III. This Agreement is amended to expire effective June 30, 2017.
- IV. All other terms and conditions shall remain the same.

**Exhibit A
SCOPE OF WORK**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Inyo County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

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

Department of Health Care Services Erika Cristo Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: Erika.Cristo@dhcs.ca.gov	Inyo Gail Zwier , PhD, Director Telephone: (760) 872-2590 Fax: (760) 873-3277 Email: gzwier@inyocounty.us
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B. Direct all inquiries to:

Department of Health Care Services Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: Dee.Taylor@dhcs.ca.gov	Inyo County Mental Health Attention: Gail Zwier 162 J Grove Street, Bishop, CA, 93514 Telephone: (760) 872-2590 Fax: (760) 873-3277 Email: gzwier@inyocounty.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

Exhibit A
SCOPE OF WORK

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (Welf. & Inst.) Code § 14680 through §14726. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and Inyo County Mental Health agrees to operate the Mental Health Plan (MHP) for Inyo County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. Americans with Disabilities Act

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

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

**Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.
- D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.
- D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.
- E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

- A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.
- B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
10

- Consent Departmental Correspondence Action
 Public Hearing Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: August 21 , 2018

SUBJECT: Ratification of Standard Agreement 17-94585 between Inyo County HHS Behavioral Health (referred herein as Inyo County Mental Health) and the State Department of Health Care Services (DHCS) for the period July 1, 2017 through June 30, 2022.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify the Standard Agreement between Inyo County Mental Health and DHCS for the period of July 1, 2017 through June 30, 2022 as the Inyo County Medi-Cal Mental Health Managed Care Plan and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract comes before you for ratification as it was not received until June 2018 although the contract period is retroactive to July 1, 2017. After consultation with County Counsels throughout the state and with concerns registered with DHCS, it is recommended that your Board move forward with ratification and approval of this contract. The amendments to this agreement are in keeping with federal requirements in accordance with the Final Rule for Managed Health Plans to receive Medicaid funds. These federal requirements focus especially on the area of network adequacy. As a small County with limited capacity, we will continue to be challenged in meeting these federal requirements. We will continue to look for ways to provide services to Inyo County beneficiaries with severe mental illness and behavioral health challenges in the most effective and efficient manner. We will also continue to look for ways to address the administrative burden placed on us as the managed care plan. The agreement describes the scope of work including 1) organization and administration, 2) scope of services, 3) financial requirements, 4) management and information systems, 5) quality improvement system, 6) utilization management program, 7) access and availability of services, and 8) provider network. The agreement includes exhibits that address information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and two copies of the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

ALTERNATIVES:


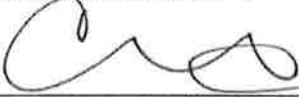
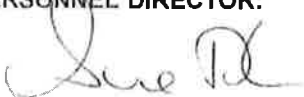
Your Board could deny ratification and approval of the Standard Agreement as the Managed Care Plan. As such, Inyo County would no longer be the Medi-Cal plan and would lose both Medicaid as well as realignment funds.

OTHER AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

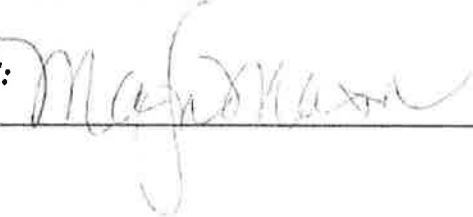
FINANCING:

There is no actual dollar amount specified in this contract. This agreement outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200).

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>7/27/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/27/18</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>7/31/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/14/18

Lucy Vincent

From: Rhiannon Baker
Sent: Tuesday, February 12, 2019 2:13 PM
To: Darcy Ellis
Cc: Lucy Vincent
Subject: DHCS Contract 17-94585 & 12-89366 A01
Attachments: 0075_001.pdf

Hi Darcy,

Please see the attached, fully executed agreement for the contract that went to board on 8/21/18.

Rhiannon Baker

Assistant to the HHS Director

163 May Street

Bishop, CA 93514

T: 760-873-3305

F: 760-873-6505

rbaker@inyocounty.us

From: noreply@inyocounty.us [<mailto:noreply@inyocounty.us>]

Sent: Tuesday, February 12, 2019 2:09 PM

To: Rhiannon Baker

Subject: Attached Image



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Lucy Vincent

SUBJECT: Request for Ratification of Agreement between County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC of Bakersfield, CA, for the provision of psychiatric inpatient services in an amount not to exceed \$50,000 for the period of November 1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract comes to your Board late due to the challenges and delays in negotiating this contract with the facility. The contract was initiated in April 2021, but the hospital experienced a change in their administrative team, resulting in a delay in processing this contract. Bakersfield Behavioral Healthcare Hospital is an acute inpatient psychiatric facility that is willing to admit Inyo County residents in need of this level of care when beds are available. These patients are often transferred from the Crisis Stabilization Unit (CSU) in Ridgecrest as the access point to care, often under Welfare and Institutions Code (WIC) 5150. Access to inpatient psychiatric hospital beds is extremely challenging given the small number of beds available as well as the distance to the nearest hospital across county lines. The Ridgecrest CSU is located in Kern County and allows for greater access to the hospital located in Bakersfield. Since the 2018-2019 fiscal year, we have accessed Bakersfield Behavioral Healthcare Hospital, LLC and paid for services as necessary through the invoice process. Services without a contract are allowed due to the emergent nature of the services. However, MediCal regulations require that if one hospital is used more frequently by a County, a contract must be pursued between the County and the facility (disproportionate use). A contract also allows for a negotiated rate and ease of payment processing. We respectfully request ratification of this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County HHS Behavioral Health as the Mental Health Plan is fiscally responsible for payment for these hospital costs. A good faith effort to contract with this disproportionate use facility is required. The alternative is to process each invoice for payment, coming to the Board on multiple occasions.

OTHER AGENCY INVOLVEMENT:

DHCS, hospitals and agencies designated to place involuntary holds under WIC Section 5150.

FINANCING:

100% Mental Health Realignment Funds for Adults, MediCal as allowed for beneficiaries under age 21. This contract is budgeted in Mental Health (045200) in Support & Care w/1099 (5508). No County General Funds.

ATTACHMENTS:

1. Agreement Bakersfield Behavioral Healthcare Hospital, LLC

APPROVALS:

Lucy Vincent	Created/Initiated - 12/16/2021
Darcy Ellis	Approved - 12/16/2021
Lucy Vincent	Approved - 12/16/2021
Marilyn Mann	Approved - 12/17/2021
Melissa Best-Baker	Approved - 12/17/2021
John Vallejo	Approved - 12/17/2021
Amy Shepherd	Approved - 12/20/2021
Marilyn Mann	Final Approval - 12/20/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

AGREEMENT

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter "Hospital Inpatient Psychiatric Services") pursuant to and in accordance with the Bronzan-McCorquodale Act (herein "BMA") and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein "LPS") Acts, as set forth in the California Welfare and Institutions Code (herein "W&I"), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo Behavioral Health Services Program (herein "BHS") has certain obligations to assure the provision of psychiatric and other professional medical services, including evaluation and treatment, to persons who meet the W&I qualifications for involuntary detention, evaluation, and treatment as the result of a mental disorder.

WHEREAS, the County of Inyo (hereinafter referred to as "County") hereby contracts with **Bakersfield Behavioral Healthcare Hospital, LLC** hereinafter "Contractor"; collectively "the Parties") for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and incorporated by reference. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

2. TERM.

The term of this Agreement shall be from November 1, 2021 to June 30th, 2022 unless sooner terminated as provided for in paragraph 16 of this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty Thousand Dollars and no cents (\$ 50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment B attached hereto and incorporated by reference.

E. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 *et seq.* of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

5. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required.

Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.

C. Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment B of this Agreement.

D. Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.

E. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://vwww.sam.gov>.

7. CONTRACTOR FACILITIES.

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

8. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors and not as employees of County.

D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments A and B, County requires preauthorization for payment of services provided.

9. WORKERS' COMPENSATION AND EMPLOYER LIABILITY.

Contractor shall provide (a) workers' compensation insurance coverage, in accordance with the statutory limits, and (b) employer's liability in the minimum amount of \$1,000,000 per accident for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation and employer's liability insurance coverage.

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the County.

Contractor expressly waives its immunity for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This waiver shall not apply to any damage resulting from the sole negligence of the County, its agents, and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the County, its agents or employees, the obligations provided herein to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance laws.

10. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

11. DEFENSE AND INDEMNIFICATION.

The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability in connection with the party's performance of work under this Agreement or failure to comply with any of the obligations in this Agreement, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees in connection with the party's performance of work under this Agreement. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative

fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

12. RECORDS.

A. The Contractor shall:

- (1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.
- (2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.
- (3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.
- (4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.
- (5) (Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.
 - (a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.
 - (b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

13. AUDIT.

A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:

- (1) Level and quality of care, and the necessity and appropriateness of the services provided.
- (2) Internal procedures for assuring efficiency, economy, and quality of care.
- (3) Compliance with County Client Grievance Procedures.
- (4) Financial records when determined necessary to protect public funds.

B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.

C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

14. NONDISCRIMINATION.

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following: denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

15. NONDISCRIMINATION POLICY.

A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.

B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth

in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

16. TERMINATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (30) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment A and shall be compensated in accordance with the terms of this Agreement for all services rendered during this time period.

17. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

18. SUBCONTRACTORS.

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

19. DEFAULT.

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

20. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-nine (29) below.

21. STANDARD OF PERFORMANCE.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

22. GOVERNING LAW.

A. Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (1) W&I, Divisions 5, 6, and 9;
- (2) California Code of Regulations, Title 9;
- (3) California Code of Regulations, Title 22;
- (4) BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- (5) Title XIX of the U.S. Social Security Act, and
- (6) The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

23. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

24. USE OF INFORMATION.

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- (1) Not use any such information for any purpose other than carrying out the express terms of this Contract;
- (2) Promptly transmit to the County all requests for disclosure of such information;
- (3) Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and

- (4) At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

25. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

26. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

27. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

28. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-nine (29) (Amendment).

29. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

30. SOLE AUTHORIZATION.

Inyo County BHS shall have the sole authority to act on behalf of County to authorize Contractor to provide services to any Patient pursuant to this Agreement.

31. STAFF AVAILABILITY.

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

32. NOTICE.

Any notice, request for approval, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which

Contractor or County shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County of Inyo Behavioral Health Services:
Inyo County Behavioral Health Division
1360 N. Main Street, Ste. 124
Bishop, CA 93514

Contractor:
Bakersfield Behavioral Healthcare Hospital, LLC
5201 White Lane
Bakersfield, CA 93309

33. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14th DAY OF _____, 2021.

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

BAKERSFIELD BEHAVIORIAL HEALTH LLC

By:  _____

Name: KENNETH D. GUNVILLE

Title: CFO

Dated: 12/14/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES TERM:

FROM: November 1, 2021 TO: June 30th, 2022

SCOPE OF WORK:

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. "Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician's reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. "Beneficiary" means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. "Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to Patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's

arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient.

County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients to be transported to and from Contractor's facilities, which includes transportation at time of patient's discharge from the Contractor's facility. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to Patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years, and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

TERM:

FROM: November 1, 2021 TO: June 30th, 2022

SCHEDULE OF FEES:

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.

2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.

3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.

4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.

5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.

6. Rate Of Compensation For Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1, and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is

considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

ATTACHMENT B-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

TERM:

FROM: November 1, 2021 TO: June 30th, 2022

SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows:

BASIC FEES FOR OVERNIGHT STAY AT CONTRACTOR'S FACILITY	
DESCRIPTION	RATE
Adolescent Psychiatric	\$1045
Administrative Day (non-treatment)	\$660.66
Room & Board, Private Psychiatric	\$1015
Room & Board, 2 Bed Psychiatric	\$1015
Legal Fees associated with individuals on an involuntary hold	\$350
Room & Board, 3 or 4 Bed Psychiatric	\$N/A
Room & Board, Ward Psychiatric	\$N/A
Intensive Care Psychiatric	\$N/A

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bakersfield Behavioral Healthcare Hospital, LLC
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

TERM:

FROM: November 1, 2021 TO: June 30th, 2022

SEE ATTACHED INSURANCE PROVISIONS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Limit may be satisfied with a CGL policy as specified above with limits no less than \$2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than \$10,000,000 per occurrence.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Limit reduced from \$5,000,000 when contract specifies contractor will not be transporting patients outside of their facility.)

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees.)

Healthcare Professional Liability appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

Cyber Liability Insurance: as required due to access and management of electronic medical records, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

HIPAA Business Associate Agreement

This Agreement is entered into, effective as of the 11th day of NOVEMBER, 2021 by and between **INYO COUNTY**, a political subdivision of the State of California ("the County") and **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL, LLC** ("Business Associate").

RECITALS

WHEREAS, Business Associate provides hospital inpatient psychiatric services for the County, and the Business Associate receives, has access to or creates Protected Health Information ("PHI") in order to perform such services; and

WHEREAS, the County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations thereunder ("HIPAA"), including but not limited to the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards"); and

WHEREAS, HIPAA requires the County to enter into a contract with Business Associate to provide for the protection of the privacy and security of PHI, and HIPAA prohibits the disclosure to or use of PHI by Business Associate if such contract is not in place; and

WHEREAS, the County and Business Associate desire to comply with HIPAA and other recent federal regulations. Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this Agreement also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates; and

WHEREAS, The County desires to delegate certain of the County's duties to Business Associate and Business Associate desires to assume such duties.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

GENERAL PROVISIONS

Section 1.01 Effect. The terms and provisions of this Agreement are effective the 11th day of NOVEMBER, 2021 ("Effective Date").

Section 1.02 Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Exhibit A of this Agreement.

OBLIGATIONS OF BUSINESS ASSOCIATE

Section 2.01 Use and Disclosure of Protected Health Information. Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

Section 2.02 Prohibited Use of PHI. Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI.

Section 2.03 Disclosure of PHI to Covered Entity. The County acknowledges and agrees that under the Privacy Standards the County may permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to only those employees or other persons under the control of the County who are identified by name or position by the County as the persons who are to be given access to PHI solely to carry out particular County administration functions ("Designated County Employees"). Accordingly, notwithstanding any other terms and conditions of this Agreement, Business Associate shall disclose or provide access to PHI to the County or to any Designated County Employee, only as follows:

- a. Business Associate shall disclose Summary Health Information to any Designated County Employee upon such person's request on behalf of the County for the purpose of obtaining premium bids for the provision of health insurance, HMO or stop-loss coverage for the County or modifying, amending or terminating the County;
- b. Business Associate shall disclose information that has been de-identified in accordance with 45 C.F.R. 164.502(d) and 45 C.F.R. 164.514(a) and (b) at any time for any reason.

Section 2.04 Safeguards Against Misuse of Information. Business Associate agrees to use appropriate safeguards to prevent the use and disclosure of PHI other than as provided for by this Agreement. Additionally, Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards.

Section 2.05 Reporting of Violations. Business Associate agrees to the following breach notification requirements:

- a. Business Associate agrees to report to the County any use or disclosure of PHI not

- provided for by this Agreement or the Privacy Standards of which it or its officers, employees, agents or subcontractors become aware, including any Security Incident of which it becomes aware, as soon as practicable but no longer than three (3) business days after the "discovery" of such disclosure, within the meaning of the HITECH Act. In addition, Business Associate shall provide any additional information reasonably requested by the County for purposes of investigating the Breach and any other available information that the County is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or promptly thereafter as information becomes delayed. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time. Notwithstanding the foregoing, the County agrees that this Agreement shall constitute notice and reporting by Business Associate to the County of unsuccessful Security Incidents which are not reasonably considered by Business Associate to constitute an actual threat to an information system of Business Associate.
- b. Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this Agreement to individuals, the media (as defined under the HITECH Act), the Secretary and/or any other parties as required under HIPAA, the HITECH Act, ARRA and the HIPAA Rules, subject to the prior review and written approval by the County of the content of such notification.
 - c. In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this **Section 2.05** was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

Section 2.06 Agreements by Third Parties. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to the same information. Business Associate shall enter into and maintain an agreement with each agent and subcontractor that has or will have access to PHI under which the agent or subcontractor is legally bound by the same restrictions with respect to PHI that apply to Business Associate pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI.

Section 2.07 Duty to Provide Access. To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of the County, to the PHI in the Designated Record Set to the County or, as directed by the County, to the Individual, in order to meet requirements under 45 CFR 164.524. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including but not limited to, resolution of all appeals and/or complaints arising therefrom.

- a. Business Associate agrees to comply with an individual's request to restrict the disclosure

of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

- b. Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

Section 2.08 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that the County directs or is obligated to pursuant to 45 CFR 164.526 at the request of the County or an Individual, and within a reasonable time and manner. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the County as necessary to satisfy the County's obligations under 45 C.F.R. 164.528.

Section 2.09 Duty to Make Internal Practices Available. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of the County, available to the Secretary, in a time and manner designated by the Secretary, for purposes of Secretary determining County's compliance with Privacy Standards. To the extent that Business Associate is to carry out one or more of the County's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).

Section 2.10 Documenting Disclosures/Accounting. Business Associate agrees to document any disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to the County information collected in accordance with this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate also agrees to account for the following disclosures:

- a. Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for the County to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- b. Business Associate agrees to provide to the County, or to an Individual at the County's request, information collected in accordance with this **Section 2.10**, to permit the County to respond to a request by an Individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
- c. Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Exhibit A) ("EHR") in a manner consistent with 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the County only during the three years prior to the date on which the accounting is requested [from the County/directly from the

- Business Associate].
- d. In the case of an EHR that the Business Associate acquired on behalf of the County as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the County after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

Section 2.11 Prohibition on the Sale of ePHI. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 2.12 Individual Rights. The County hereby delegates to Business Associate and Business Associate accepts the County's obligation to comply with Section 164.522, 164.524, 164.526 and 164.528 of the Privacy Standards.

Section 2.13 Indemnification. Business Associate hereby agrees to indemnify and hold the County, its employees, officers and directors, and the County harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by the County, its employees, officers or directors or the County in connection with any claim, suit or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Agreement by Business Associate, its employees, agents or subcontractors.

Section 2.14 Request for Disclosure to an Alternative Location or Alternative Means: Restriction. Business Associate shall permit the County participant to make a reasonable request that PHI relating to the County participant be supplied at alternative locations and/or by alternative means. Business Associate shall provide a copy of such request (and any change thereto) to the County within five (5) business days of receipt of such request. Business Associate is prohibited from agreeing to any restriction on the use or disclosure of PHI requested by a County participant without the prior approval of the County.

Section 2.15 Authorizations. Business Associate shall provide, upon the request of a County participant, a HIPAA-compliant authorization form that may be used by such County participant to request a use or disclosure of such County participant's PHI that is not otherwise permitted hereunder. Business Associate shall not require an authorization to use or disclose PHI unless such an authorization is required by the Privacy Standards. Business Associate shall receive prior approval from the County before attempting to obtain a County participant's authorization for the use or disclosure of PHI for any purpose, such as for marketing purposes.

Section 2.16 Sanctions and Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or Privacy Standard. Business Associate agrees to implement and apply sanctions against its employees, agents or

subcontractors who provide services with respect to this Agreement in the event such individual fails to comply with the applicable requirements of this Agreement.

Section 2.17 Standard Transactions. When Business Associate conducts in whole or part, Standard Transactions, for or on behalf of the County, Business Associate shall comply, and shall require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- a. Changes the definition, data condition or use of a data element or segment in a Standard Transaction;
- b. Adds any data elements or segments to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

Section 2.18 Notification of Breach. Business Associate shall notify the County within three (3) business days after it, or any of its employees or agents, reasonably suspects that a breach of unsecured PHI as defined by 45 CFR 164.402 may have occurred. Business Associate shall exercise reasonable diligence to become aware of whether a breach of unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 CFR 164.410 in making the required notification to the County. Business Associate shall cooperate with the County in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 CFR 164.400 et seq., including continuously providing the County with additional information related to the suspected breach as it comes available. In the event that the County informs Business Associate that (i) the County has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in the best position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 CFR 164.404(b) and 45 CFR 164.410, (2) in a form and containing such information reasonably requested by the County, and (3) containing the content specified in 45 CFR 164.404(d). In addition, in the event that the County indicates to Business Associate that the County will make the required notification, Business Associate shall promptly take all other actions reasonably requested by the County related to the obligation to provide a notification of a breach of unsecured PHI under 45 CFR 164.400 et seq.

Section 2.19 Civil and Criminal Liability. Business Associate acknowledges that, effective on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

OBLIGATIONS OF THE COUNTY

Section 3.01 Privacy Notice. The County shall notify Business Associate of any limitation(s) in the County's Notice of Privacy Practices produced in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent such limitation(s) may affect Business Associate's use or disclosure of PHI.

Section 3.02 Designated County Employees. The County shall identify for Business Associate the Designated County Employees and shall promptly notify Business Associate of any additions to or deletions from the list of Designated County Employees.

Section 3.03 County Certification. The County hereby represents that it has provided certification to the Business Associate that the County documents have been amended to incorporate, and the County agrees to, the provisions required by the Privacy Standards as a precondition to disclosure of PHI to the County.

Section 3.04 Compliance. The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the County.

TERMINATION OF AGREEMENT

Section 4.01 Term. The term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI provided by County to Business Associate, or created or received by Business Associate on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions of Section 4.3.

Section 4.02 Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of the Agreement notwithstanding, this Agreement may be terminated by the County upon five (5) business days prior written notice to Business Associate in the event that Business Associate materially breaches any obligation of this Agreement and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of the Agreement is not feasible, in the County's sole discretion, Business Associate hereby acknowledges that the County shall have the right to report the breach to the Secretary.

Section 4.03 Return or Destruction of Protected Health Information Upon Termination. Upon termination of this Agreement, Business Associate shall either return to

the County or destroy all PHI which Business Associate then maintains in any form. Business Associate shall not retain any copies of PHI. Notwithstanding the foregoing, to the extent that the County agrees that it is not feasible for Business Associate to return or destroy any PHI, the provisions of this Agreement shall survive termination of the Agreement and Business Associate shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.

Section 4.04 The County's Right to Cure. The County shall have the right to cure, at the expense of Business Associate, any breach of Business Associate's obligations under this Agreement. The County shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by the County to cure Business Associate's breach. Business Associate shall pay for such services of the County within thirty (30) days of receipt of the County's request for payment.

Section 4.05 Transition Assistance. Following the termination of the Agreement for any reason, Business Associate agrees to provide transition services for the benefit of the County, including the continued provision of its services required under the Agreement until notified by the County that another provider of services is able to take over the provision of such services and the transfer of the PHI and other data held by Business Associate related to its services under the Agreement has been completed.

MISCELLANEOUS

Section 5.01 Regulatory References. A reference in this Agreement to a section in the Privacy Standards or Security Standards means the section as in effect or as amended and for which compliance is required.

Section 5.02 Modification of Agreement. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by the County.

In the event that a federal or state law, statute, regulation, regulatory interpretation, or court/agency determination materially affects this Agreement, as is solely determined by the County, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the County, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.

Section 5.03 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

Section 5.04 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidation the remaining provisions hereof.

Section 5.05 Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

Section 5.06 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

Section 5.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the parties as of the effective date of this Agreement at such time as all the signatories hereto have signed a counterpart of this Agreement.

Section 5.08 Notices. Any notices required or permitted to be given hereunder by either party shall be given by telephone (if so required hereunder) or otherwise in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed to:

Business Associate:

Inyo County:

or to such other addresses as the parties may request in writing by notice given pursuant to this **Section 5.08**. Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery service, or seventy-two (72) hours following deposit into the U.S. Mail as required herein.

Section 5.09 Applicable Law and Venue. This Agreement shall be governed by and

construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws).

Section 5.10 Interpretation. This Agreement shall be interpreted in the following manner:

- a. Any ambiguity shall be resolved in favor of a meaning that permits the County to comply with the HIPAA Rules.
- b. Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.
- c. Any provision of this Agreement that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

Section 5.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter of this Agreement, except to the extent that the underlying agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

Section 5.12 Assignment. This Agreement will be binding on the successors and assigns of the County and the Business Associate. However, this Agreement may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE APRIL 20, 2005

Section 6.01 Electronic Health Record or "EHR." Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. "EHR" as used in this Agreement is defined in Attachment A.

OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE SEPTEMBER 5, 2012

Section 7.01 Access to PHI in an Electronic Format. Beginning effective September 5, 2012, if Business Associate uses or maintains PHI in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not

be greater than Business Associate's labor costs in responding to the request. If an Individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform the County in writing of such request.

Section 7.02 Prohibition on Marketing Activities. Beginning effective September 5, 2012, Business Associate shall not engage in any marketing activities or communications with any individual unless such marketing activities or communications are allowed by the terms of the underlying agreement between Business Associate and the County and are made in accordance with ARRA or any future regulations promulgated thereunder. Notwithstanding the foregoing, payment for marketing activities should be in accordance with the ARRA or any future regulations promulgated thereunder.

Section 7.03 Application of the Security Standards to Business Associate. Effective September 5, 2012, Business Associate shall abide by the provisions of the Security Standards and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall: (i) adopt written policies and procedures to implement the same Administrative, Physical and Technical safeguards required of the County; and (ii) abide by the most current guidance on the most effective and appropriate Technical safeguards issued by the Secretary.

OBLIGATIONS OF BUSINESS ASSOCIATE EFFECTIVE SEPTEMBER 5, 2012

Section 8.01 Beginning September 5, 2012, Business Associate shall not receive any remuneration, directly or indirectly, in exchange for PHI, unless so allowed by the terms of the underlying agreement between Business Associate and the County and in accordance with the ARRA and any future regulations promulgated thereunder.

ADDITIONAL OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THE SECURITY RULE

Section 9.01 Security Rule. In accordance with the Security Rule, Business Associate agrees to:

- a. Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the County as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this Agreement, (a) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to the County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from

time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements; and

- b. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and
- c. Report to the County any Security Incident of which it becomes aware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first stated above.

INYO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

By: 

Name: KENNETH D. GUNVILLE

Title: CFO

Date: 12/17/2021

EXHIBIT A

Definitions

"Administrative Safeguards" shall mean the administrative actions, policies, and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of County's workforce in relation to the protection of that PHI.

"Business Associate" refers to **BAKERSFIELD BEHAVIORAL HEALTHCARE HOSPITAL** and shall have the same meaning as the term "Business Associate" as defined in 45 CFR 160.103.

"Covered Entity" shall mean the County, **INYO COUNTY**.

"Data Aggregation" shall mean the combining of PHI by Business Associate with the Individually Identifiable Health Information created or received by Business Associate in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the County and the other covered entity.

"Designated County Employees" shall mean those persons designated in writing by the County to Business Associate as being included within the class of employees or other workforce members under the control of the County designated in the County as authorized to use and disclose PHI in accordance with the terms and provisions of the County.

"Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for the County, or any other group of records maintained by or for the County and used, in whole or in part, by or for the County to make decisions about individuals. As used herein the term "record" means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the County.

"Discovery" shall mean when a breach is discovered by the County or Business Associate as of the first day on which such breach is known to the County or Business Associate, or, by exercising reasonable diligence would have been known to the County or Business Associate. The County or Business Associate shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have known, to any person, other than the person committing the breach, who is a workforce member or agent of the County or Business Associate.

"Electronic Health Record" or "EHR" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

"Health Care Operations" shall mean have the same meaning as the term "health care operations" at 45 CFR 164.501.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the ARRA (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.

"Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(i) **"Individually Identifiable Health Information"** shall have the same meaning as the term "individually identifiable health information" at 45 CFR 160.103.

"Physical Safeguards" shall mean the physical measures, policies and procedures to protect County's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.

"Privacy Standards" shall mean the Standards of Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

"PHI" and/or "Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Business Associate creates or received from or on behalf of the County in the course of fulfilling its obligations under the Agreement. "Protected Health Information" shall not include (1) education records covered by the Family Education Rights and Privacy Act, as amended, 20 U.S.C. section 1232g, and (ii) records described in 20 U.S.C. section 1232g(a)(4)(B)(iv).

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.512.

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

"Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

"Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164.

"Standard Transaction" shall have the meaning set forth in 45 C.F.R. section 162.103.

"Summary Health Information" shall mean information, that may be Individually Identifiable Health Information and (i) that summarizes the claims history, claims expenses or type of claims experienced by individuals covered by the County; and (ii) from which the information described in 45 C.F.R. section 164.514(b)(2)(i) has been deleted, except that the

geographic information described in 45 C.F.R. section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

"Technical Safeguards" shall mean the technology and policy and procedures for its use that protect HI and control access to it.

"Treatment" shall mean the provision, coordination or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning ascribed to them in the Privacy Rule, the Security Rule or the American Recovery and Reinvestment Act of 2009 ("ARRA") or any future regulations promulgated or guidance issued by the Secretary, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Serena Johnson

SUBJECT: First 5 California Home Visiting Coordination Grant Local Agency Agreement (LAA CFF HV 2020-14) amendment 1 approval

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the Standard Agreement between the County of Inyo and First 5 California of Sacramento, California, shifting budget categories in staffing and travel, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This Local Area Agreement (LAA) Amendment 1 revises budget categories in Personnel, Materials and Supplies, and Travel. HHS originally intended to fund a Public Health Nurse to support home visitation. However, due to staff recruitment and COVID-19 response challenges, HHS staff recommend shifting Personnel costs to a Prevention Specialist classification, which will allow for home-based prevention services of a non-clinical level. Materials and Supplies and Travel costs also shifted as a result of COVID-19 restrictions and challenges, and are now adjusted to better utilize this grant funding.

The First 5 California Home Visiting Coordination (HVC) Request for Application (RFA) was released in May 15, 2020 for Stage 1 funding, and Inyo County signed the LAA on October 6, 2020. During the COVID-19 public health emergency, home visiting has played a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in children being abused or neglected. During crisis situations, families need supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program, whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this contract. This is not recommended, as this would prevent First 5 from facilitating activities that enable families to be served during their greatest need, with the most appropriate program, and services to recover from the effects of the COVID-19 pandemic.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% state funding from First 5 California. These funds will be recognized in First 5 (643000) in State Other (4499). No County General Funds.

ATTACHMENTS:

1. First 5 California Home Visiting Coordination Grant Local Agency Agreement - Amendment 1

APPROVALS:

Serena Johnson	Created/Initiated - 12/8/2021
Darcy Ellis	Approved - 12/8/2021
Anna Scott	Approved - 12/16/2021
Marilyn Mann	Approved - 12/17/2021
Melissa Best-Baker	Approved - 12/17/2021
Amy Shepherd	Approved - 12/20/2021
John Vallejo	Approved - 12/20/2021
Marilyn Mann	Final Approval - 12/20/2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 PAGESAGREEMENT NUMBER
LAACFFHV2020-14AMENDMENT NUMBER
1Purchasing Authority Number
CFC-4250

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

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

December 9, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$ 90,772.92 Ninety Thousand, Seven Hundred Seventy-Two Dollars and Ninety-Two Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The amendment shall incorporate the following:

- 1) Exhibit A Subparagraph 6. Project Representative information has been updated
- 2) Exhibit B-2, Home Visiting Coordination Funding Budget shall be replaced in its entirety and is denoted in the header as Agreement No. LAA CFF HV 2020-14, A1.
3. Exhibit B-3, Home Visiting Coordination Funding Budget Narrative shall be replaced in its entirety and is denoted in the header as Agreement No. LAA CFF HV 2020-14, A1.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer H

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

Director of Health & Human Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER LAACFFHV2020-14	AMENDMENT NUMBER 1	Purchasing Authority Number CFC-4250
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

PRINTED NAME OF PERSON SIGNING

Jackie Wong

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL


EXEMPTION (If Applicable)

Home Visiting Coordination Funding Budget REVISION
Fiscal Years 2020-2021 and 2021-2022

Home Visiting Coordination Funding
 County of Inyo
 Agreement No. LAA CFF HV 2020-14 A1
 Exhibit B, Attachment B-2
 Page 1 of 1

Fiscal Lead Agency:	First 5 Inyo County
Agency Address	568 West Line Street
City, Zip Code	Bishop, CA 93514
Fiscal Lead Agency Contact:	Melissa Best-Baker
Phone Number:	760-878-0232
Email:	mbestbaker@inyocounty.us
REVISION DATE:	11/5/2021

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
Salaries	\$ -	\$ 16,506.00	\$ 16,506.00
Benefits	\$ -	\$ 10,302.30	\$ 10,302.30
Total Personnel	\$ -	\$ 26,808.30	\$ 26,808.30
B. OPERATING			
Materials and Supplies	\$ -	\$ 2,591.60	\$ 2,591.60
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Incentives/Stipends	\$ -	\$ -	\$ -
Contractual	\$ -	\$ 57,351.77	\$ 57,351.77
Other	\$ -	\$ -	\$ -
Total Operations	\$ -	\$ 59,943.37	\$ 59,943.37
C. TOTALS			
Total Direct Costs (A+B)	\$ -	\$ 86,751.67	\$ 86,751.67
Total Direct Costs for Indirect (Personnel Only)	\$ -	\$ 26,808.30	\$ 26,808.30
Indirect Cost Rate (not to exceed 15%)	0%	15%	\$ -
Total Indirect Costs	\$ -	\$ 4,021.25	\$ 4,021.25
Total Funds	\$ -	\$ 90,772.92	\$ 90,772.92
D. TOTAL MATCH FUNDS (if applicable)	\$ -	\$ 5,297.35	\$ 5,297.35

E. Signature	
I, the official named below hereby request First 5 California Home Visiting Coordination funding in the amount represented in the table above. I certify that the information represented on this form is true and correct to the best of my knowledge and compliant with the requirements in the HVC funding LAA.	
Name of Lead Agency Executive Director or Authorized Designee :	Melissa Best-Baker
Authorized Signature:	
Date Signed:	9/27/2021



Home Visiting Coordination Funding Budget Narrative: REVISION

County: Inyo

Fiscal Lead Agency: First 5 Inyo County

REVISION DATE: 9/27/2021

A. Personnel

Total Personnel (Salaries + Benefits)

2020–2021	2021–2022	Total
\$ 0.00	\$ 26,808.30	\$ 26,808.30

1. Salaries

2020–2021	2021–2022	Total
\$ 0.00	\$ 16,506.00	\$ 16,506.00

Revision We have not been able to recruit the Supervising PHN so changing staff and shifting funds to 2021-22; Prevention Specialist \$56,056 (Base Salary) x 20% FTE = \$11,211.20 Supervising Public Health Nurse \$105,896 (Base Salary) x 5% FTE = \$5,294.80. Overall reduction in salaries from \$28,009.02 (original) to \$16,506.00; \$11,503.02 moved to Contractual.

2. Benefits

2020–2021	2021–2022	Total
\$ 0.00	\$ 10,302.30	\$ \$10,302.30

Benefits include FICA, Medicare, Disability insurance, Health Insurance, PERS retirement, unfunded liability, Dental and Vision insurance. Overall reduction in benefits from \$13,887.78 to \$10,302.30; \$3,585.48 moved to Contractual

B. Operations

Total Operations (sum of B. 1–6)



2020–2021	2021–2022	Total
\$ 0.00	\$ 59,943.37	\$ 59,943.37

1. Materials and Supplies

2020–2021	2021–2022	Total
\$ 0	\$ 2,591.60	\$ 2,591.60

•Books for partners to support coordination, (25 partners X 2 books each X estimate of \$37.00 each = \$1,850.00
 •\$741.60 for office supplies, meeting materials, and resources to support virtual meetings. Formerly, no funding was allocated to this line item (20/21 provided in kind). Moved \$1,479.60 from Incentives plus \$1,112.00 from Travel. \$1,479.60 + \$1,112.00 = \$2,591.60.

2. Travel

2020–2021	2021–2022	Total
\$ 0	\$ 0	\$ 0

Due to COVID-19, travel will not be needed. Overall reduction in travel from \$1,112.00 to \$0; \$1,112 moved to Materials and Supplies.

3. Equipment

2020–2021	2021–2022	Total
\$ 0	\$ 0	\$ 0

Please explain calculations.

4. Incentives

2020–2021	2021–2022	Total
\$ 0.00	\$ 0	\$ 0

Revision: Reduced Incentives from \$1,479.60 to \$0. Original allocation was incorrectly categorized. \$1,479.60 moved to Materials and Supplies



5. Contractual

2020–2021	2021–2022	Total
\$ 0.00	\$ 57,351.77	\$ 57,351.77

Contractor to facilitate home visiting coordination local meetings. Activities will include assisting with agenda, meeting, notes, and other assists such as data analysis and report writing as it supports the development of a home visiting coalition and completion of an environmental scan. Estimate for FY 2021-2022 for \$57,351.77.
 Revision: Moved 2020-21 allocation (\$15,000.00) to 2021-22. FY 2021-22 Allocation (\$25,000.00) plus 2020-21, plus excess personnel (\$11,503.02) and benefits (\$3,585.48), plus unexpended indirect (\$2,263.27) .

6. Other

2020–2021	2021–2022	Total
\$ 0	\$ 0	\$ 0

Please explain calculations.

C. Match Funds

2020–2021	2021–2022	Total
\$ 0.00	\$ 5,297.35	\$ 5,297.35

First 5 Director in support of HVC activities. \$105,947 x .05 FTE
 Revision: Due to staffing no match was incurred in 20/21.

D. Totals

Funding Category	Total FY 2020–2021	Total FY 2021–2022	Grand Total
Total Personnel	\$ 0.00	\$ 26,808.30	\$ 26,808.30



Total Operations	\$ 0.00	\$ 59,943.37	\$ 59,943.37
Total Direct Costs	\$ 0.00	\$ 86,751.67	\$ 86,751.67
Total Direct Costs for Indirect (Personnel Only)	0	\$ 26,808.30	\$ 26,808.30
Indirect Cost Rate (not to exceed 15%)	15.00%	15.00%	15.00%
Indirect Costs	\$ 0.00	\$ 4,021.25	\$ 4,021.25
Total First 5 Funds	\$ 0.00	\$ 90,772.92	\$ 90,772.92
Total Matching Funds	\$ 0.00	\$ 5,297.35	\$ 5,297.35

Indirect charges were reduced; unexpended funds (\$2,263.27) moved to contractual for 2021-22. Indirect charges are applied to Personnel only



County of Inyo



Treasurer-Tax Collector

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Alisha McMurtrie

SUBJECT: Review and Approve the 2022 Statment of Investment Policy.

RECOMMENDED ACTION:

Request your Board review and approve the 2022 Statement of Investment Policy and direct any questions to the County Treasurer.

SUMMARY/JUSTIFICATION:

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. Staff is not aware of any new laws or changes to existing laws that would impact the Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. 2022 DRAFT- Inyo County Statement of Investment Policy

APPROVALS:

Alisha McMurtrie

Created/Initiated - 11/29/2021

Darcy Ellis
John Vallejo
Alisha McMurtrie

Approved - 11/30/2021
Approved - 11/30/2021
Final Approval - 11/30/2021

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2022

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer's office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

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Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l)) & (6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose

which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.

- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
 - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be

withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
 - Sale of a security prior to the stated maturity or call date of said security.
 - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
 - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

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GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

**Inyo County Treasurer
Disaster/Business Continuity Plan
Banking and Investment Functions**

Scope:

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home

DRAFT



County of Inyo



Treasurer-Tax Collector

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Alisha McMurtrie

SUBJECT: Annual delegation of investment authority to the Inyo County Treasurer.

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo delegating to the Inyo County Treasurer its investment authority pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California County Boards of Supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operations of the county treasury.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Boards individual members would assume the fiduciary responsibility for providing day-to-day safety, liquidity and yield of the County's public funds on deposit in the county treasury. All other agency funds on deposit in the remains under the authority of the County Treasurer.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. 2022 Resolution-Delegation of Investment Authority

APPROVALS:

Alisha McMurtrie
Darcy Ellis
John Vallejo
Alisha McMurtrie

Created/Initiated - 11/29/2021
Approved - 11/30/2021
Approved - 11/30/2021
Final Approval - 11/30/2021

RESOLUTION No. 2022_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
INYO DELEGATING TO THE INYO COUNTY TREASURER ITS
INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE
GOVERNMENT CODE**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 4th day of January 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

Inyo County Board of Supervisors

ATTEST: Leslie Chapman, Clerk of the Board

BY _____

Darcy Ellis, Assistant Clerk of the Board



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Serena Johnson

SUBJECT: Proclamation declaring January 2022 as Positive Parenting Awareness Month

RECOMMENDED ACTION:

Request Board approve a proclamation declaring January 2022 as Positive Parenting Awareness Month in Inyo County.

SUMMARY/JUSTIFICATION:

The Positive Parenting Awareness Month Proclamation recognizes the power of positive parenting, noting that raising children to become healthy, confident, and capable individuals is the most important job parents and caregivers have; that families in Inyo County come in many forms with children raised by parents, grandparents, foster parents, family members and other caregivers; and the quality of parenting or caregiving is a powerful predictor of future social, emotional, and physical health.

Positive Parenting Awareness Month was first recognized in Inyo County in 2019, joining counties across California in celebrating and supporting parents and families. Locally, Inyo County Health & Human Services First 5 facilitates the Inyo County Triple P Network, providing peer support, training, and coordination of the Triple P Positive Parenting Program across Inyo County. Agencies participating in the Triple P Network are HHS FIRST Wraparound, Re-entry, and Tecopa, Kern Regional Center, Wild Iris and CASA of the Eastern Sierra, and North Star Counseling Center.

Family support programs that offer a variety of positive parenting support to families throughout the year and join First 5 in January for the Positive Parenting Awareness Month include: Owens Valley Career Development Center programs, Tuniwa Nobi and Language; Inyo County Office of Education Child Development; Inyo County Libraries; Exceptional Family Start Resource Center; Eastern Sierra Child Support Services; and Altrusa of the Eastern Sierra.

Inyo County Health & Human Services is respectfully requesting approval of the attached proclamation declaring January 2022 as Positive Parenting Awareness Month in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt this resolution, meaning that January 2022 would not be declared Positive Parenting Awareness Month countywide.

OTHER AGENCY INVOLVEMENT:

HHS programs including FIRST Wraparound, Re-entry, and Tecopa; Kern Regional Center; Wild Iris and CASA of the Eastern Sierra; North Star Counseling Center; Owens Valley Career Development Center programs including Tuniwa Nobi and Language; Inyo County Office of Education Child Development; Inyo County Libraries; Exceptional Family Start Resource Center; Eastern Sierra Child Support Services; and Altrusa of the Eastern Sierra.

FINANCING:

No funding is involved with this resolution.

ATTACHMENTS:

1. Positive Parenting Awareness Month 2022 Proclamation

APPROVALS:

Serena Johnson	Created/Initiated - 12/2/2021
Darcy Ellis	Approved - 12/2/2021
Serena Johnson	Approved - 12/7/2021
Marilyn Mann	Final Approval - 12/8/2021



**INYO COUNTY BOARD OF SUPERVISORS
PROCLAMATION
PROCLAIMING JANUARY 2022
AS POSITIVE PARENTING AWARENESS
MONTH IN INYO COUNTY**



***WHEREAS**, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have;*

***WHEREAS**, all people have inner strengths or resources, yet many parents, caregivers, children, and youth – of every age, race, ethnicity, culture, and social identity – feel stressed, isolated, and overwhelmed at times; and*

***WHEREAS**, the COVID-19 pandemic, climate crises, and racial injustices have exacerbated economic insecurity, mental health challenges, domestic violence, discrimination, and other trauma experienced by families – particularly Black, Indigenous, Latinx, Asian, and other families of color that already experience inequities rooted in structural racism; and*

***WHEREAS**, the quality of parenting or caregiving is a powerful predictor of future social, emotional, and physical health; and in Inyo County, families come in many forms with children raised by parents, grandparents, foster parents, family members and other caregivers; and*

***WHEREAS**, positive parenting is a protective factor that prevents and heals Adverse Childhood Experiences, which impact lifelong health and well-being; and*

***WHEREAS**, in Inyo County, families can receive support from the Triple P Positive Parenting Program, an evidence-based program available thanks to partnership between Health & Human Services' programs, including First 5; Kern Regional Center; Wild Iris' CASA of the Eastern Sierra; and North Star Counseling Center; and*

***WHEREAS**, in Inyo County, families receive support from family strengthening programs including Fatherhood & Motherhood is Sacred with Owens Valley Career Development Center's(OV CDC) Tuniwa Nobi, OV CDC Language Program, Parent Café with Inyo County Office of Education, Inyo County Libraries, Exceptional Family Early Start Resource Center, Eastern Sierra Child Support Services, and Altrusa of the Eastern Sierra; and*

***WHEREAS**, everyone can play a vital role in supporting parents and caregivers to raise happy, healthy children; and during the month of January, Inyo County Health and Human Services and many of our community partners, will be increasing awareness of the importance of positive parenting and the availability of resources such as Triple P and those mentioned above;*

***NOW, THEREFORE, BE IT PROCLAIMED** that January 2022 be the 4th Annual Positive Parenting Awareness Month in Inyo County, California, and commend this observance to the people of this county.*

***PASSED AND PROCLAIMED** this 4th day of January, 2022.*

Board Chairperson



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Amy Weurdig

SUBJECT: Budget Amendment for Advertising Campaign being done by DCSS Office of Communications & Public Affairs

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2021-2022 Department of Child Support Services Budget (022501) as follows: increase estimated revenue in Family Support Admin (Revenue Code 4554) by \$6,600; increase estimated revenue in Family Support Reim-State (Revenue Code 4478) by \$3,400; and increase appropriation in Advertising (Object Code 5263) by \$10,000. *(4/5ths vote required)*.

SUMMARY/JUSTIFICATION:

This request for a Budget Amendment will allow the Child Support Department to launch an advertising campaign to further address the narrative around Child Support Services and will allow the Department to reach single parent families that are not currently utilizing the services of Child Support.

Funding methodology from DCSS is based on caseload to FTE's (187 cases per FTE). With the ongoing decline in caseload, this media campaign has two main objectives: (1) improve the narrative surrounding the Child Support program and (2) outreach to the families in our community who are not currently utilizing child support services (data from 2019 shows that Inyo County has 29% or approximately 5,231 single-parent households and Mono has 23% or approximately 3,322 single-parent households). We have seen a decrease of 114 cases during the past 24 months. Statewide, in 2020, there were over 45,000 cases lost. This means that roughly 16% of eligible families in Inyo and 6% of eligible families in Mono Counties have active cases. Our advertising would work to recruit single-parent families to seek to utilize child support services.

While we cannot guarantee the caseload will increase through this advertising campaign alone, we do hope to promote our name in a positive manner to our community as one of the many service providers available. There are many programmatic and legislative challenges we still face in addressing the case load retention situation. For example, the 10% interest charged on child support arrears is a very large factor that impacts the decision to open a child support case. This 10% is tied to legislation to fund the California General Fund and is a large obstacle to overcome.

Our agency is currently working with state DCSS on allowing for "Flexible Case Management" that will allow the parties to determine what level of enforcement is needed in their case, to help offset the systematic and automatic enforcement measures being implemented, like real property liens.

A minimum of \$20,000 is recommended for a yearly digital ad campaign for Inyo/Mono, which would include Search, Display, and Social Media. As we will not be starting this campaign until the second half of FY 2021-2022, we only require \$10,000 this fiscal year.

We would like to test using a combination of two social media platforms at a time, so we would be using approximately \$5,000 per quarter; this amount could be adjusted after Q1 FY 2022-2023 depending on our results.

Following that, if there are additional funds to work with, we would consider additional media advertising such as our local radio stations and E-blasts/ mailing inserts.

DCSS Office of Communications and Public Affairs would source the design and implementation of the campaign, to identify the target audiences and their demographics, and select messaging for specific topics and create necessary visuals, for engagement, website traffic, new case openings and program inquiries.

This advertising campaign is just one tool we hope to use to strengthen our approach and availability to those single-parent families not using our services by providing education on the services we offer and the future of where child support is going.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request and, as a result, our Department may continue to see a decline in community members who are seeking our services.

OTHER AGENCY INVOLVEMENT:

DCSS

FINANCING:

Financing will come from our administrative allocation of Federal and State funding through the Department of Child Support Services, which totals \$1,339,790. The approved budget for Child Support for FY 2021-2022 is \$1,262,219. The delta of allocation to budget is \$77,571 to cover the cost of this \$10,000 campaign. This Budget Amendment will utilize a portion of this unallocated allocation.

No County general funds will be used.

ATTACHMENTS:

1. EASTERN SIERRA QUARTERLY CAMPAIGNS PROPOSAL 2021-2022

APPROVALS:

Amy Weurdig	Created/Initiated - 12/15/2021
Darcy Ellis	Approved - 12/15/2021
Denelle Carrington	Approved - 12/15/2021
Amy Weurdig	Approved - 12/15/2021
John Vallejo	Approved - 12/15/2021
Amy Shepherd	Final Approval - 12/16/2021

EASTERN SIERRA QUARTERLY CAMPAIGNS PROPOSAL 2021-2022

STATEMENT:

Generate awareness of the different resources and benefits available to current case participants and encourage enrollment to new single parents.

RECOMMENDATION:

Content will be divided into quarters for easier monitoring and comparison of reports, and content will be broken down into batches to create a pattern, so information is exposed to our target as many times as possible before new content is presented.

PLAN OF ACTION:

1. Understand what kind of information clients are looking for or information that clients are aware of, and target market
2. Set budget for advertising campaign
 - a. DCSS recommends \$10,000 for the remainder of FY 2021; Distributed at ~\$5,000 per quarter
 - b. DCSS recommends \$20,000 for FY 2022; Distributed at ~\$5,000 per quarter
 - i. Quarterly campaigns will include a combination of Search, Display, and/or Social Media advertising; can be adjusted after Q1
 - ii. Radio advertising and E-blasts/mailing inserts possible advertising options if budget is available
3. Select messages for each topic and create visuals
4. Create quarterly campaign schedule
5. Execute campaign and monitor:
 - a. Engagement
 - b. Website traffic
 - c. New case openings
 - d. Program inquiries (Debt Reduction Program, Partner Programs, etc.)

KEY DELIVERABLES:

1. Search Engine Advertising
 - a. Perform keyword analysis
2. Content Marketing
 - a. Develop (4) 3-month batches of ads and social media content
 - b. 1-2 main messages per quarter, new visuals every other week
3. Campaign Reporting
 - a. Utilize report from previous CSAM 2021 campaign as a comparison

EXPECTED OUTCOME:

- Increase in percentage of new case openings
- Higher ad clicks compared to previous campaign, CSAM 2021 Campaign
- Increase in inquiries for local resources or child support services



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: January 4, 2022

FROM: Melissa Best-Baker

SUBJECT: Amend the California Child Service-Admin budget and authorize payment to DHCS

RECOMMENDED ACTION:

Request Board 1) Amend the Fiscal Year 2021-2022 California Child Services - Admin Budget (045501) as follows: increase estimated revenue in State Other (4499) by \$69,000 and increase appropriation in Professional Services (Object Code 5265) by \$69,000 (*4/5ths vote required*); and 2) Request Board authorize the payment to the Department of Health Care Services (DHCS) in the amount of \$69,000.

SUMMARY/JUSTIFICATION:

In June 2021, HHS received a payment from the Department of Health Care Services (DHCS) that was \$69,000 more than the invoice that was submitted. When the issue was recognized, HHS moved the revenue into the HHS Suspense Trust (505104) and alerted DHCS of the overpayment. HHS recently received the invoice to pay back the monies that were inadvertently sent to the County. HHS is requesting to amend the budget and authorization to pay DHCS in the amount of \$69,000. This simply repays the money back that was inadvertently sent to Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Budget Amendment and Payment back to DHCS, however this is not recommended, as the funds do belong to DHCS.

OTHER AGENCY INVOLVEMENT:

CAO
Auditors Office

FINANCING:

100% State funding. These monies will be moved from the HHS Suspense Trust (505104) into the CCS Admin Budget (045501) and then paid to DHCS from the Professional Services object code (5265).

ATTACHMENTS:

1. Department of Health Care Services Invoice

APPROVALS:

Melissa Best-Baker	Created/Initiated - 12/28/2021
Darcy Ellis	Approved - 12/29/2021
Marilyn Mann	Approved - 12/30/2021
Denelle Carrington	Approved - 12/30/2021
Amy Shepherd	Approved - 12/30/2021
Marilyn Mann	Final Approval - 12/30/2021

**DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION
P.O. BOX 997415
SUITE 71.2014, MS 1101
SACRAMENTO, CA 95899-7415
(916) 345-7430**

INYO COUNTY HEALTH & HUMAN SERVICES
P. O. DRAWER H
INDEPENDENCE, CA 93526

INVOICE #: HCS0002935
DATE: 12/16/2021
DUE: UPON RECEIPT
BALANCE DUE: \$69,000.00

FOR:

EXPENDITURES INCURRED FOR THE CALIFORNIA CHILDREN SERVICES PROGRAM PURSUANT TO SECTIONS 123800-123955 OF THE HEALTH AND SAFETY CODE AND BUDGET ACT FOR THE FOLLOWING PERIOD(S): SUPPLEMENTAL CCS MC MEDICAL QTR 3 FY 2020-2021.

PROGRAM CONTACT:

DHCS - CMS
1515 K STREET 340 MS 4502
SACRAMENTO, CA 95814
ATTN: LETA BROWN (916) 713-8270

12/16/21 10:48 AM '21 DEC 22 PM 12:32

(PLEASE DETACH AND MAIL WITH PAYMENT)

MAKE CHECK PAYABLE TO:
DEPARTMENT OF HEALTH CARE SERVICES

INVOICE #: HCS0002935

TOTAL DUE: \$69,000.00

MAIL TO:
DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION, SUITE 71.2014, MS 1101
P.O. BOX 997415
SACRAMENTO, CA 95899-7415
ATTN: ACCOUNTS RECEIVABLE UNIT

Inyo COUNTY

QUARTER ENDING

3/31/2021
Month/Day/Year

CHILDREN'S MEDICAL SERVICES
CCS QUARTERLY ADMINISTRATIVE EXPENDITURE CLAIM

Page 2 of 2

EXPENDITURE SUMMARY

Line 1. CCS PROGRAM EXPENDITURES (Source of Funds, Column 2)

A. State General Funds (50%)

_____ -

B. County Funds (50%)

_____ -

(= A)

GENERAL ACCOUNTING
TOTAL DUE:

 -

C. MC/TLICP - Federal (65%)

_____ -

D. MC/TLICP - State (17.5%)

_____ -

E. MC/TLICP - County (17.5%)

_____ -

(= F+G)

GENERAL ACCOUNTING

TOTAL DUE:

 -

Line 2. MEDI-CAL PROGRAM EXPENDITURES

I. Medi-Cal Enhanced

(Expenditure Grand Total Line, Column 3)

_____ -

(= I+J)

TOTAL MEDI-CAL DUE:

 (69,000.00)

J. Medi-Cal Non-Enhanced

(Expenditure Grand Total Line, Column 4)

 (69,000.00)

Line 3. Total Expenditures for Quarter

(Expenditure Grand Total, Column 1)

 (69,000.00)

Less: County Funds

_____ -

Line 4. Total County claim for Reimbursement

(Line 3 minus County Funds)

 (69,000.00)

FOR STATE USE ONLY

DHS/CMS CERTIFICATION:

I certify that the amount of \$ _____ is the correct amount due the county; that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment. I hereby further certify that there is no written agreement as approval by Department of Finance and it is not required. Authority for payment of this claim is contained in Health and Safety Code, Sections 123800-123955.

DocuSigned by:
Ron Valdez

D3E508D0E07C463

Signature of Authorized Program Representative

12/06/21

Date

Mail Original To:

Integrated Systems of Care Division

Attn: Fiscal Unit

MS 4502

P.O Box 997413

Sacramento, CA 95899-7413

Rev 3/00

Department of Health Care Services

State of California

Children's Medical Services

**California Children's Services (CCS) Program
Administrative Invoice**

Claim Cover

INITIALClaim of : Inyo - 000008422 CountyInyo County Health & Human
ServicesP. O. Box Drawer H
Independence, Ca 93526**Invoice # CCS MC 3Q 20/21****Quarter 3 for the Time Period of January 1, 2021 through March 31, 2021****MEDI-CAL EXPENDITURES**

20-95917-9912-702	ENHANCED	3,398.00
20-95917-9912-702	NON-ENHANCED	76,367.00
TOTAL MEDI-CAL DUE:	COUNTY	79,765.00

Overpaid by \$ 69,000. Amount should have only been \$ 7,367 instead of 79,367.

PURSUANT TO SECTIONS 123800-123955 OF THE HEALTH & SAFETY CODE AND RELATED LEGISLATION

I hereby certify under penalty of perjury that I am the duly authorized officer of the CCS Program, that all expenses are specific to the attached claim, and that said claim is authorized for payment by the appropriate official. This Claim Cover Sheet is not valid for processing without the authorized claim. I also certify that the attached claim has been received and reviewed for accuracy and completeness and that copies of invoices or vouchers are on file with the Department of Health Care Services' CCS Program.

DocuSigned by:

Ron Valdez

D3E508D0F07C463...

05/05/21

Date

Signature of Program Representative



Department of Health Care Services
Medicaid or CHIP Claims

DATE: **May 5, 2021**

TO: DHCS Financial Management Branch
Federal Reporting and Accounting Operations

FROM: Ronald Valdez, SSMI
Integrated Systems of Care Division

1. The Safety Net Financing Division has reviewed the attached claims. The attached claims are complete and DHCS Accounting is requested to process the attached claims for payment.
2. The submitted claims are made under the Medi-Cal program under Title XIX of the Social Security Act (the Act), and if applicable, under the Children's Health Insurance Program (CHIP) under Title XXI of the Act, and in accordance with applicable implementing federal, state, and local statutes, regulations, policies, and the state plan. To the extent that any federal matching funds are being claimed under a state plan amendment (SPA), the SPA is approved by the Centers for Medicare & Medicaid Services and effective during the time-period for the submitted claims.
3. Where applicable, the submitted documents include the appropriate certification signed by the local government authority certifying that the submitted claims meet the federal certification requirements set forth under 42 C.F.R. § 433.51.

The following Accounting Codes are applicable for payment of these claims(s):

CALSTARS CODE: 2020 -95917-9912-702
FY

FISCAL CODE:	Fiscal Year	Reporting Structure	Account	AppRef	Service Location
		2020	4260YA0F	5432000	603
	Activity	Program	Alt Account	Fund	Project
		9990	0	0912	

DocuSigned by:

Ron Valdez

Signature

Attached:

Inyo COUNTY

QUARTER ENDING

3/31/2021

Month/Day/Year

CHILDREN'S MEDICAL SERVICES
CCS QUARTERLY ADMINISTRATIVE EXPENDITURE CLAIM

Page 2 of 2

EXPENDITURE SUMMARY

Line 1.	CCS PROGRAM EXPENDITURES (Source of Funds, Column 2)			
	A. State General Funds (50%)	<u>698.00</u>		
	B. County Funds (50%)	<u>697.00</u>	(= A)	GENERAL ACCOUNTING TOTAL DUE: <u>698.00</u> DS LB
	C. MC/TLICP - Federal (65%)	<u>1,132.00</u>		
	D. MC/TLICP - State (17.5%)	<u>305.00</u>		
	E. MC/TLICP - County (17.5%)	<u>305.00</u>	(= F+G)	GENERAL ACCOUNTING TOTAL DUE: <u>1,437.00</u> DS LB
Line 2.	MEDI-CAL PROGRAM EXPENDITURES			
	I. Medi-Cal Enhanced (Expenditure Grand Total Line, Column 3)	<u>3,398.00</u>		
	J. Medi-Cal Non-Enhanced (Expenditure Grand Total Line, Column 4)	<u>7,367.00</u>	(= I+J)	TOTAL MEDI-CAL DUE: <u>10,765.00</u> DS LB
Line 3.	Total Expenditures for Quarter (Expenditure Grand Total, Column 1)	<u>13,902.00</u>		
	Less: County Funds	<u>1,002.00</u>		
Line 4.	Total County claim for Reimbursement (Line 3 minus County Funds)	<u>12,900.00</u>		DS LB

FOR STATE USE ONLY

DHS/CMS CERTIFICATION:

I certify that the amount of \$ 2,135.00 is the correct amount due the county; that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment. I hereby further certify that there is no written agreement as approval by Department of Finance and it is not required. Authority for payment of this claim is contained in Health and Safety Code, Sections 123800-123955.

DocuSigned by:

Ron Valdez

D3E508D0E07C463

Signature of Authorized Program Representative

05/05/21

Date

Mail Original To:

Integrated Systems of Care Division
Attn: Fiscal Unit
MS 4502
P.O Box 997413
Sacramento, CA 95899-7413

State of California - Health and Human Resources Agency

Department of Health Care Services - Integrated Systems of Care Division

COUNTY: Inyo

QUARTER ENDING:

3/31/2021

MONTH/DAY/YEAR

**CCS ADMINISTRATIVE EXPENDITURE INVOICE - INITIAL
FISCAL YEAR 2020-2021**

CCS CASELOAD	ACTUAL CASELOAD	PERCENT OF GRAND TOTAL
A	B	C
STRAIGHT CCS Total Cases of Open (Active) Straight CCS Children	12	10.00%
SB 75 NON-EMERGENCY OPTIONAL TARGETED LOW-INCOME CHILDRENS PROGRAM (STATE/COUNTY) Total Cases of Open (Active) SB 75 OTLICP Children (50% State Funds / 50% County Funds)	0	0.00%
OPTIONAL TARGETED LOW-INCOME CHILDRENS PROGRAM AND SB 75 EMERGENCY (TITLE XXI / STATE / COUNTY) Total Cases of Open (Active) OTLICP and SB 75 Emergency Children (65% Federal funds / 17.5% State Funds / 17.5% County funds)	15	12.50%
MEDI-CAL (TITLE XIX) Total Cases of Open (Active) Medi-Cal Children	93	77.50%
TOTAL CCS CASELOAD	120	100.00%

Revised April 2021

Page 1 of 2

COUNTY: Inyo

QUARTER ENDING: 3/31/2021

MONTH/DAY/YEAR

CCS ADMINISTRATIVE EXPENDITURE INVOICE - INITIAL
FISCAL YEAR 2020-2021

This invoice is valid for expenditures
October 1, 2020 through June 30, 2021.

RECEIVED

By LBrown at 3:32 pm, May 05, 2021

STRAIGHT CCS, SB 75 NON-EMERGENCY OPTIONAL TARGETED LOW-INCOME CHILDREN'S PROGRAM, OPTIONAL TARGETED LOW-INCOME CHILDREN'S PROGRAM AND SB 75 EMERGENCY CASES

MEDI-CAL

CATEGORY/ LINE ITEM	TOTAL EXPENDITURES	STRAIGHT CCS State/County (50/50)	SB 75 NON-EMERGENCY OPTIONAL TARGETED LOW-INCOME CHILDREN'S PROGRAM State/County (50/50)	OPTIONAL TARGETED LOW-INCOME CHILDREN'S PROGRAM AND SB 75 EMERGENCY Fed/State/County (65% / 17.5% / 17.5%)	TOTAL MEDI-CAL	ENHANCED State/Federal (25/75)	NON- ENHANCED State/Federal (50/50)
A	(B = C + D + E + F)	C	D	E	(F = G + H)	G	H
I. Total Personnel Expenses	12,453	1,249		1,561	9,643	3,214	6,429
II. Total Operating Expenses	712	72		89	551	184	367
III. Total Capital Expenses	0				0		
IV. Total Indirect Expenses	147	15		18	114		114
V. Total Other Expenses	590	59		74	457		457
TOTAL EXPENDITURES	13,902	1,395	0	1,742	10,765	3,398	7,367
Maintenance & Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SOURCE OF FUNDS							
I	(J = K + L + M + N)	K	L	M	(N = O + P)	O	P
STRAIGHT CCS							
State Funds	698	698					
County Funds	697	697					
OTLICP							
State Funds	305		0	305			
County Funds	305		0	305			
Federal Funds	1,132			1,132			
MEDI-CAL							
State Funds	4,532				4,532	849	3,683
Federal Funds	6,233				6,233	2,549	3,684
TOTAL SOURCE OF FUNDS	13,902	1,395	0	1,742	10,765	3,398	7,367

CERTIFICATION: I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1090 to 1096 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claims; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim on file with the county.

Melissa Best-Baker

mbestbaker@inyocounty.us

5/5/2021

760-878-0232

Prepared By

E-mail Address

Date

Area Code / Telephone Number

Melissa Best-Baker

5/5/2021

Melissa Best-Baker

Senior Management Analyst

Signature of Authorized Official

Date

Print or Type Name of Signer

Title



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: January 4, 2022

FROM: Scott Armstrong

SUBJECT: Inyo County Broadband Task Force Update

RECOMMENDED ACTION:

Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.

SUMMARY/JUSTIFICATION:

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Scott Armstrong
Darcy Ellis
Leslie Chapman

Created/Initiated - 12/20/2021
Approved - 12/21/2021
Final Approval - 12/29/2021